

FIRST READING: 4.25.16
SECOND READING: 5.4.16
THIRD READING: 7.5.16

ORDINANCE NO. 18-16
BY: THOMAS J. HUNT

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AN AGREEMENT FOR MUTUAL AID SERVICES BETWEEN THE POLICE DEPARTMENTS FOR THE CITIES OF ROCKY RIVER AND CLEVELAND, IN SECURITY ASSISTANCE FOR THE 2016 REPUBLICAN NATIONAL CONVENTION

WHEREAS: the City of Cleveland is responsible for coordinating local law enforcement efforts in providing security for the 2016 Republican National Convention during the week of July 18, 2016; and

WHEREAS: law enforcement officers from all levels of government throughout the State of Ohio and other states, including the Rocky River Police personnel will be needed to provide law enforcement services for the event; and

WHEREAS: the City of Cleveland has received a federal grant from the US Department of Justice to help defray the cost of providing a secure venue for the RNC event and the law enforcement agencies providing security assistance for the RNC are eligible for reimbursement for personnel and other costs through said federal grant; and

WHEREAS: Rocky River Police personnel are interested and willing to provide security assistance and/or equipment for public safety related security during the RNC, according to the terms identified in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Mayor or her designee is authorized to enter into an agreement for mutual aid services between the Police Departments for the Cities of Rocky River and Cleveland in providing security and other public safety related assistance through Rocky River Police Department personnel during the 2016 Republican National Convention occurring the week of July 18, 2016, as further described in the attached Exhibit A.

SECTION 2. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety, and for the further reason that law enforcement organizational processes are underway and need to be secured as soon as possible and, provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: July 5th, 2016
JAMES W. MORAN
President of Council

PRESENTED
MAYOR: July 5th, 2016
APPROVED: July 5th, 2016
ATTEST:
SUSAN G. PEASE
Clerk of Council

As hereby certified, the Ordinance is hereby certified to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated for such purpose and in the Treasury or in the process of collection to the credit of the stated fund free from any obligation or certification now outstanding.

07/05/2016
MICHAEL A. THOMAS, Director of Finance
mydoc:RNCagreement

the day of July, 2016
thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the day of July, 2016
Clerk of Council of the City of Rocky River, Ohio
mydoc:RNCagreement

the day of _____, 20____, in accordance with the charter of Rocky River, commencing on the first day of January, 1854, and in the lobby of the Rocky River City Hall, in the City of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in the City of Ohio, on the _____ day of _____, 20____.

Clerk of Council of the City of Rocky River, Ohio

Walter H. Black
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 5th DAY OF July, 2016.

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 18-16 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 5th DAY OF July, 2016 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW, THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN, THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 18-16

**INTERGOVERNMENTAL COOPERATIVE/MUTUAL AID AGREEMENT
FOR
OPERATIONAL ASSISTANCE IN PROVIDING SECURITY FOR
THE 2016 REPUBLICAN NATIONAL CONVENTION
IN CLEVELAND, OHIO**

THIS INTERGOVERNMENTAL COOPERATIVE/MUTUAL AID AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2016, ("Effective Date"), by and between the CITY OF CLEVELAND, ("City"), a municipal corporation of the State of Ohio, through its Director of the Department of Public Safety, and Rocky River Police Department ("Agency"), a political subdivision or agency of the city/county of Cuyahoga and State of Ohio, through its authorized representative.

RECITALS

WHEREAS, the City of Cleveland, Ohio, has been selected to host the 2016 Republican National Convention (RNC) during the week of July 18, 2016; and

WHEREAS, the RNC has been designated a National Special Security Event (NSSE) due to the event's significance to the United States and the inherent challenge of ensuring the safety and security of all event participants; and

WHEREAS, pursuant to this NSSE classification, the United States Secret Service is the authorized lead for the design and implementation of the official operational security plan pertaining to the RNC; and

WHEREAS, the City of Cleveland through its Division of Police (CDP) in the Department of Public Safety is responsible for coordinating local law enforcement efforts for the RNC; and

WHEREAS, the RNC is expected to attract in excess of 50,000 visitors that will include persons who will engage in their constitutional rights of free speech; and

WHEREAS, the City of Cleveland has received from the United States Department of Justice a federal grant to help defray the expense of providing a secure venue for the RNC delegates and for ensuring the opportunity for the lawful exercise of constitutional rights by all persons; and

WHEREAS, law enforcement officers from all levels of government throughout the State of Ohio and in other states will be needed to provide law enforcement services for the event; and

WHEREAS, law enforcement agencies providing personnel for the RNC are considered to be subrecipients of the federal grant and eligible for reimbursement for personnel and other costs subject to the terms of both this Agreement and the grant; and

WHEREAS, Ohio Revised Code §737.04 provides authority for a municipal corporation to enter into agreements to obtain additional police protection from a municipal corporation,

township, township police districts, joint police districts, county sheriffs, park districts, or port authorities; and

WHEREAS, Ohio Revised Code §9.482 provides authority for a political subdivision, upon authorization of its legislature, to enter into an agreement with another political subdivision to render services for the political subdivision that the other political subdivision is otherwise legally authorized to perform or render; and

WHEREAS, Ohio Revised Code §5502.41 provides for the Ohio Mutual Aid Compact to complement existing mutual aid agreements to allow a political subdivision to request assistance with planned events such as the RNC and receive assistance from any other political subdivision in the state; and

WHEREAS, Ohio Revised Code §5502.29 permits an Ohio political subdivision to enter into mutual aid agreements with political subdivisions in Ohio and in neighboring states for assistance with a planned event; and

WHEREAS, at the request of the City of Cleveland, the law enforcement agency identified above in this Agreement ("Agency") is authorized to and willing to provide the assistance of law enforcement personnel and/or equipment for public safety-related aid and assistance during the RNC; and

WHEREAS, the City of Cleveland and Agency desire to outline the terms and scope of the assistance to be provided during the RNC.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein the undersigned parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated herein by reference.

II. PARTIES

A. The various provisions and covenants of this Agreement run between the City of Cleveland ("City") and Agency, not between or among any other law enforcement agency the City of Cleveland may also have entered into or will enter into a similar cooperative or mutual aid agreement with. Nothing in this Agreement is intended to and shall not be interpreted to create any rights in any third party.

B. Agency represents that it possesses the legal authority, pursuant to proper, appropriate statute, ordinance, official motion, resolution or action passed or taken or required to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of Agency hereby represents that he/she has been fully authorized by such party to execute this Agreement on behalf of Agency and to validly and legally bind Agency to all the terms, conditions, performances and provisions herein.

C. The City of Cleveland is authorized to enter into this Agreement pursuant to Ordinance No. 880-14 passed by Cleveland City Council on July 16, 2014.

D. The City of Cleveland shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of Agency to enter into this Agreement.

III. APPLICABILITY

A. This Agreement applies to the RNC event to be held primarily in Cleveland, Ohio, and scheduled to convene July 18, 2016 and conclude on July 21, 2016, ("the actual event"), with main events to be held at Quicken Loans Arena ("the Q") in downtown Cleveland with major supporting venues to include the Cleveland Convention Center and the Renaissance Cleveland Hotel, all within walking distance of the Q. It pertains to the actual event as well as pre-event training and preparations and post-event clean up a period to commence on Sunday, July 17, 2016, at 8:00 AM for pre-event training, until concluding on Friday, July 22, 2016, at 11:59 PM (referred to as the "entire event" or the "RNC event period").

B. The actual RNC event dates may be extended by the RNC for a period exceeding the RNC event period's conclusion if it is required to complete the RNC nomination process. In such a circumstance, the Cleveland Division of Police (CDP) will notify Agency that its aid continues to be needed past the RNC event period conclusion and will provide its best estimate of the additional time period such aid will be needed. Agency will immediately advise the CDP whether or not it will continue to assist for the remainder of the extended RNC event period.

C. For activities directly connected with RNC security, this Agreement temporarily supersedes any existing mutual aid agreement or memorandum of understanding between the City of Cleveland and any of the parties hereto to the extent of any conflict between the respective agreements.

IV. REQUESTED OPERATIONAL ASSISTANCE

A. The City of Cleveland Division of Police (CDP) hereby requests the operational assistance of Agency for RNC security planning, training, execution, and pre and post-event law enforcement operations.

B. Although Agency is asked for a firm commitment of personnel, CDP recognizes that circumstances may require Agency to deviate from the committed number of officers and/or equipment. The final decision of the number of officers and equipment to be dedicated to the RNC by Agency rests solely with the Agency's sheriff or chief. However, all participating officers will be issued individual credentials and receive specialized training and instructions. Accordingly, it is important that officers committed to the RNC security assistance will be available for the entire event. CDP will continuously monitor circumstances and will release officers from RNC duty as quickly as possible.

C. Agency will, or has, advised CDP of the specific number of personnel and the type of specialized equipment, if any, Agency will commit to the RNC event. Agency may provide officers only or may provide officers and supervisors. Prior to the event, Agency will be advised of the specific assignments allocated to its personnel. Whenever practical, direct supervision of Agency's personnel will be accomplished by or through that Agency's own supervisors when such supervisors are provided. However, due to the scale of the event and the large number of assisting agencies participating, at times it is likely that supervision will occur or direction will be given by supervisors of another agency. Prior to the event, each participating officer will be aware of his or her specific

chain of command. In any case, overall control of all law enforcement activities will be the responsibility of the CDP.

D. No participating law enforcement officer will be ordered, required or requested to perform any act that would be prohibited by that officer's Agency rules and regulations. Assisting Agency personnel will, or have, receive(d) training specific to their assigned function. Issues regarding conflicts in rules and regulations or preferred response to anticipated situations should be raised during the training.

E. Pursuant to Ohio Revised Code §5502.41(F)(3), responding law enforcement officers acting pursuant to this section have the same authority to enforce the law as when acting within the territory of their regular employment. The provisions of Ohio Revised Code §5502.41(H) and Ohio Revised Code §§737.04 and 9.482 regarding police department members/employees acting outside the subdivision in which they are employed are applicable to their security assistance with the RNC event. If these statutes do not apply to Agency, Agency shall notify CDP.

V. ORGANIZATIONAL STRUCTURE

A. Agency acknowledges and agrees that at all times during any joint training sessions prior to the RNC and during the RNC event period, including deployment of any police officers (as defined below), regardless of such officer's rank or job title within the Agency, he or she shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command composed of federal, state, and local public safety personnel and following unified command principles and practices established throughout the law enforcement community.

B. The CDP is the lead local law enforcement agency associated with the RNC law enforcement. All functions and duties to be performed by the Agency's personnel under this Agreement will conform to the RNC Operational Plan with specific assignments to be communicated to the Agency by the "Commanding Officer" (as defined below) or his designee. The Agency will be provided with briefings from the CDP, as necessary, regarding its assignments.

C. For purposes of the RNC event, the CDP's "Commanding Officer" will be City of Cleveland Division of Police Chief Calvin Williams.

D. Agency officers performing services pursuant to this Agreement will abide by applicable CDP policies, which will be provided to it in one or more RNC event information and training packets ("RNC Preparatory Materials") prior to the RNC event. Agency shall disseminate the RNC Preparatory Materials to its officer providing services hereunder. In the event of a conflict between the Agency's policies and CDP's applicable policies, Agency agrees to follow CDP policies with respect to any RNC event services provided hereunder and shall instruct its officers to do likewise. By signing this Agreement, Agency certifies that all officers provided hereunder are or will be trained on the provided CDP policies before the RNC event.

E. Nothing in this Agreement shall affect the statutory or common law authority of the parties or their personnel, nor shall this Agreement limit or enhance the respective liabilities and immunities of the parties. Responsibility for the conduct of Agency personnel, both personally and professionally, shall remain with the Agency.

VI. AGENCY RESPONSIBILITIES

Agency agrees to the following terms in preparation for and during and following the RNC event:

A. Upon reasonable advance notice from CDP, Agency's officers being deployed at the RNC event shall participate in RNC event training activities that are coordinated or conducted by Agency and the CDP or its designee. For purposes of this Agreement, training activities will include RNC Preparatory Materials and in-person training on Sunday, July 17, 2016 beginning at 8 AM, for all Agency officers providing services during the RNC event period; and

B. Upon reasonable advance written notification from the CDP to the Agency, each Agency officer deployed at the RNC event shall provide services assigned by the CDP during the RNC event period; and

C. At the request of the CDP, each Agency officer shall participate in and/or provide information to and otherwise cooperate with the CDP in any "after action activities" following the conclusion of the RNC event period. This may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

D. The Agency agrees to cooperate with and provide the City of Cleveland with any other information reasonably requested by the City and that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement and grant requirements.

E. The Agency designates the following contacts for operational and administrative purposes under this Agreement:

AGENCY NAME: Rocky River Police Department

<u>[List Names, Titles, Contact information]</u>	<u>[Responsibilities]</u>
<u>Kelly Stillman, Chief</u>	<u>440-386-5625 Chief</u>
<u>Bill Crates, Assistant Chief</u>	<u>440-331-1234 Assistant Chief</u>

F. The names of all officers to be provided by the Agency for the RNC event purposes shall be sent to the CDP in written form upon execution of this Agreement and prior to providing any RNC event services hereunder.

G. Each of the officers provided by the Agency shall meet one of the following criteria (as applicable to the particular Agency):

1. Agency located in the State of Ohio shall ensure all officers provided are OPOTA certified in accordance with all applicable Ohio statutes, rules and regulations.

2. Non-Ohio Agency shall ensure that its officers providing assistance under this Agreement are duly licensed or certified by the authority of the state in which the officer's appointing authority is located. Statutory certification requirements for Agency's officers shall be provided to the CDP with the list of all Agency officers providing RNC services.

H. In addition to the certification/licensure for officers set forth above, Agency agrees that each of the officers provided shall also meet all of the following criteria:

1. Each officer shall by reason of experience, training and physical fitness be capable of performing the duties anticipated to be required by the CDP during the RNC event; and

2. Each officer shall have been employed as a licensed police officer for a minimum of two (2) years in the United States; and

3. Each of the officers provided for the RNC event are officers in good standing with the Agency. Throughout the term of this Agreement, the Agency shall promptly notify the CDP in the event that any officer is no longer an officer in good standing with the Agency; and

4. No officer being provided has been the subject of a lawsuit where the officer has been sued in an individual capacity, or pending and/or sustained Agency internal affairs investigations during the past ten (10) years, where such lawsuit or investigation involves allegations of first amendment violation or allegations of excessive/unnecessary/unreasonable use of force, improper conduct or conduct unbecoming of a licensed law enforcement officer.

I. Unless otherwise provided or requested by the CDP, each of the officers being provided shall be equipped and or supplied by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to service belts with Agency radio equipment, service weapon and personal soft ballistic body armor as required to be worn by the officer while on duty for the Agency. A complete sanctioned uniform and authorized equipment list will be provided to Agency as part of the RNC event Preparatory Materials. If the Agency intends to send any equipment, gear, service weapons or munitions with its officers that are not included in the CDP sanctioned list, it shall notify the CDP in writing not later than July 11, 2016, and must obtain the CDP's written consent prior to its use by an Agency officer during the RNC event period.

J. Agency acknowledges and agrees that at any time during the term of this Agreement the CDP has the sole discretion to decline to accept and/or use an officer without cause or explanation.

K. Agency will exercise its best efforts to assist with the RNC event. However, the parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction, which may also include the RNC event. That prioritization decision belongs solely to Agency and Agency may recall its officers when Agency so determines it is in its best interest to do so. Agency shall follow the termination procedures set forth in Section XVIII of this Agreement in the event a decision to recall its assistance is made.

L. Except as set forth in this Agreement, Agency shall be responsible for all costs associated with providing officer assistance that are not assumed by City as stated in this Agreement and authorized in writing.

VII. CITY OF CLEVELAND RESPONSIBILITIES

In addition to its lead local law enforcement planning responsibilities for the RNC event, the City of Cleveland agrees to the following:

A. City will provide RNC event training for participating Agency officers, including the provision of RNC event Preparatory Materials for review and in-person training by Agency.

B. City will provide lodging, as appropriate, and food for Agency officers performing services under this Agreement. The CDP shall provide lodging and food location assignments to Agency officers in writing prior to the RNC event period.

C. City shall cover approved personnel and transportation expenses of officers providing services during the RNC event period. Agency's estimate of allowable expenses will be itemized on a form or forms, which have been provided to Agency prior to execution of this Agreement. The

compensation to Agency for officer services pursuant to this Agreement has been based on this estimate as approved by City, and may not exceed the approved estimate amount unless approved by the City's Director of Public Safety. Agency's approved estimate amount is incorporated into this Agreement by reference as if fully rewritten herein. Agency agrees that all actual payments in an amount equal or less than this amount shall be based on itemized invoices provided to City after the RNC event for services actually provided according to the Payment Terms provided to Agency as part of the RNC Preparatory Materials. Any authorized meals purchased by participating law enforcement personnel outside those provided by City, must not exceed federal 2016 per diem rates for Cuyahoga County. Reimbursement for vehicle mileage cannot exceed the federal 2016 standard mileage rate for cars, trucks and vans. City will only reimburse for mileage to and from Cleveland and not for use of any vehicle during the RNC event period. No other transportation costs will be paid to Agency except upon approval of the City's Director of Public Safety.

VIII. FEDERAL GRANT REQUIREMENTS

A. The United States Bureau of Justice Assistance grant ("the grant") is the primary source of funding for RNC Security operations. All law enforcement agencies providing personnel and equipment in support of RNC security are considered subrecipients under the grant and subject to certain Special Conditions specified in the grant. The applicable grant is incorporated into this Agreement by reference as if fully rewritten herein. Except for conditions which by their nature apply exclusively to the grant recipient (City of Cleveland), subrecipients must scrupulously adhere to the requirements of the Special conditions.

1. Although all the Special Conditions are material to this Agreement, among the most significant for subrecipients that are or may be included in the grant are:

a) Equal Employment Opportunity Plan (EEOP) requirements – Agencies expecting to be reimbursed for expenses exceeding \$25,000 and which have 50 or more employees must have an EEOP and make the appropriate certification.

b) Duty to report fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

c) All grant drawdowns are reimbursement-only basis.

d) No supplanting of local or state funds.

2. As Primary grant recipient the City of Cleveland is obligated to ensure the compliance of all subrecipients with all applicable Special Conditions.

3. The grant Special Conditions are on the City's official website obtainable through the following link: <https://clecityhall.files.wordpress.com/2016/04/rnc-award.pdf>

IX. CERTIFICATION OF NON-SUPPLANTING

By execution of this Agreement, all participating agencies certify that grant funds received pursuant to this Agreement will not be used to supplant local and/or state funds.

X. FINAL PAYMENT TERMS

A. Agency shall only be paid for the necessary costs of participating in RNC event-related activities during the RNC event period, and any approved "after action activities" related thereto.

B. Subject to the terms of the Agreement and the prior written approval of the City of Cleveland, the City of Cleveland agrees to provide payment to the Agency for each officer whose services are actually used by the CDP during the RNC event period.

C. Unless otherwise agreed to in writing by the City of Cleveland, the City of Cleveland shall only provide reimbursement to the Agency for Personnel Costs if the Agency officer completed the CDP's required training and 1) participated in the RNC event or 2) was ready, willing, available and physically present in the City of Cleveland or Cuyahoga County to participate in the RNC event as required by the CDP hereunder despite the officer not having actually participated in the RNC event.

D. In the event the Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City of Cleveland reserves the right to withhold any available payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right of termination as provided in this Agreement.

XI. REIMBURSEMENT OF PERSONNEL COSTS

A. The City of Cleveland will reimburse assisting agencies for specified personnel expenses in conformance with the requirements of the federal RNC grant. Because of the strict non-supplanting rule, agencies must request reimbursement of personnel costs based upon one of the following Models:

1. Assisting agencies that do not have traditional jurisdiction in the City of Cleveland may request reimbursement of salary costs for all hours assigned and worked by their personnel as RNC security (both straight time and overtime); or

2. Agencies having traditional jurisdiction inside the City of Cleveland may request reimbursement of salary costs for all overtime hours assigned and worked by their personnel as RNC security.

"Salary costs" include straight time or overtime at the hourly rate of the officer assigned plus Medicare and FICA rates applicable in 2016, and the Agency's actual pension contributions. No other fringe benefits will be reimbursed.

"Personnel" means sworn certified law enforcement officers and supervisors of any rank who are assigned and present in support of the RNC mission. "Hours assigned and worked" means the actual scheduled hours assigned to each officer in support of the RNC mission and actually worked by the officer during the event.

B. Agencies having traditional jurisdiction in the City of Cleveland will absorb all costs for their own assigned personnel for the first forty (40) hours of the respective officer's work week during the RNC. Overtime personnel costs for hours worked beyond forty (40) hours during the RNC will be reimbursed to those agencies pursuant to the terms (specifically Model 2 above) contained herein.

C. All assisting agencies will be provided with a form or forms for collecting data necessary for reimbursement. The forms and supporting documentation should be completed by Agency and returned to the City of Cleveland administrator specified on the form no later than September 1, 2016. The City of Cleveland will make every effort to process the forms and remit payment within forty-five (45) days of receipt of the reimbursement request, fully-completed forms, and supporting documentation. Administrative costs including planning and fiscal functions will not be reimbursed.

D. Agency must provide payroll verification documentation, certify the accuracy of the reimbursement request, and maintain all supporting documentation for a minimum of seven (7) years. Agency specifically agrees to cooperate with any required audit relating to the federal RNC grant and further agrees to reimburse the federal government for any payments received which are subsequently deemed ineligible by any future City of Cleveland or federal audit.

E. Officers from Agency will be housed if applicable and fed under arrangements made by, and directly paid for by, the City of Cleveland. Accordingly, no housing costs or per diem will be paid to Agency. Exceptions to this policy may be made for officers who are required to arrive in the Cleveland area prior to the effective date of housing and feeding arrangements.

F. Depending on the availability of funding, if agency's personnel participate in extensive (more than 40 hours) training, Agency may apply for reimbursement of salary costs incurred on an overtime basis for RNC specific training.

XII. LIABILITY INSURANCE

A. The City of Cleveland will obtain a law enforcement liability insurance policy with an aggregate coverage limit of at least Fifty Million Dollars (\$50,000,000) insuring Agency as well as all other assisting law enforcement agencies, and all participating law enforcement personnel in their individual capacities while acting within the scope of their employment (defined as "performing security work as assigned by the CDP during the period of engagement for security during the time of the RNC Event"), against job-related liability claims including torts and constitutional allegations unless the assisting Agency or law enforcement personnel acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The coverage will be primary and each agency and its officers/representatives will be named as additional insureds by endorsement. Legal defense of claims and all claims processing will be provided by the City of Cleveland or by the insurer. The City of Cleveland shall have the exclusive right to negotiate and settle claims within policy or retention limits.

B. All assisting agencies agree to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City of Cleveland or otherwise providing effective notice of all claims or notice of events foreseeably resulting in a claim, providing documents or other potential evidence and ensuring the availability of employees for deposition and trial.

C. Nothing in this Agreement shall be interpreted as waiving or modifying the provisions of Ohio Revised Code Chapter 2744.

XIII. MUTUAL RESPONSIBILITY

A. Neither party can nor will indemnify or hold the other harmless nor shall anything in this Agreement be construed to constitute such.

B. The parties understand and agree that each party is relying upon, and has not waived, any rights, defenses, immunities and protections provided by Ohio law or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

C. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive, any rights and benefits either party has with regard to its status under the insurance coverage described in Section XII of this Agreement.

XIV. WORKERS' COMPENSATION

Agency hereby certifies that it maintains insurance, self-insurance or coverage equivalent to the Ohio Workers' Compensation. In the event its employee pursues a claim in his or her home jurisdiction, the Agency shall be responsible for all liability and loss related to the claim.

XV. TERM

This Agreement shall be effective upon complete execution of this Agreement by Agency and the City of Cleveland. All operational assistance commitments will cease with the release of Agency's respective personnel from RNC security duty. Covenants and responsibilities articulated herein which are necessarily ongoing in nature including, without limitation, financial obligations and records retention requirements, shall survive and remain effective following termination of the operational assistance commitment.

XVI. MODIFICATIONS

The terms of this Agreement may be modified at any time by written consent of the parties. Modifications to Agreement shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each party.

XVII. MUTUAL BENEFITS TO PARTIES – CONSIDERATION

Other than the items set forth in Section XI, further consideration for this Agreement shall be non-monetary and shall consist of enhanced public safety and improved law enforcement activity in the Cleveland, Ohio area in preparation for, and during the RNC event, and other mutual benefits through the cooperative efforts of the parties to this Agreement.

XVIII. TERMINATION

A. The City of Cleveland may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or
2. If the City of Cleveland is unable to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or
3. Failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default within seven (7) calendar days after the City of Cleveland provides Agency with written notice of such failure.

B. Agency may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or
2. If the City of Cleveland is unable to or fails to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or
3. The Agency determines it does not have the resources available to participate in the RNC event; or

4. Failure of the City of Cleveland to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default within seven (7) calendar days after the Agency provides the City of Cleveland with written notice of such failure.

XIX. NOTIFICATION

Notices concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and any and all other notices that may or should be given to either party under this Agreement will be made to each party as follows:

City of Cleveland: Chief of Police, Cleveland Division of Police, 1300 Ontario Avenue, 9th Floor, Cleveland, Ohio 44113; with a copy to Law Director, Department of Law, City of Cleveland, 601 Lakeside Avenue, Room 601, Cleveland, Ohio 44114.

Agency: Chief of Police and Law Director _____

XX. RECORDS AND DISSEMINATION OF INFORMATION

A. Agency agrees to provide prior notice to the City of Cleveland of any request for and/or release, transmission, or disclosure of information associated with or generated as a result of the work performed under this Agreement.

B. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested.

XXI. INDEPENDENT CONTRACTOR

A. It is not intended, nor shall it be construed, that any party or any officer, employee, or agent of the Agency is an officer, employee, loaned employee, or agent of the City for purposes of unemployment compensation, workers' compensation, governmental immunity, civil rights, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed so as to find the Agency or its employees to be employees of the City of Cleveland, and the Agency's employees shall be entitled to none of the rights, privileges, or benefits of City of Cleveland employees.

B. Except to the extent covered by the insurance policy acquired by the City as referenced in Section XII and the "not to exceed" compensation amount described in Section VII, Agency acknowledges that it remains fully responsible for any and all obligations as the employer of its personnel assigned to the RNC Event period including, but not limited to, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers' compensation, death benefits, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance or contract.

C. To the extent an Agency employee individually pursues a third party action and the third party or any other party joins the City as a party to that action:

1. The City shall be immune from subrogation claims pursuant to the exclusive remedy provisions of Ohio's Worker's Compensation Act and/or Agency's state Worker's Compensation Act;

D. The City shall refer disciplinary matters involving Agency employees to the employing Agency for an investigation that may be jointly conducted by the CDP and the Agency unless, based on the judgment of the City, that a particular matter represents probable cause for the issuance of a

criminal complaint, in which case the matter shall be referred directly to an external law enforcement Agency for investigation with appropriate notice to the Agency.

XXII. GOVERNING LAW; COMPLIANCE WITH LAWS

A. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with Ohio law and applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court in Cuyahoga County, Ohio, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the parties shall be limited by this Section.

B. Both the City of Cleveland and the Agency agree to comply with applicable federal, Ohio, and City of Cleveland laws or ordinances.

XXIII. MISCELLANEOUS

A. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

B. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Ohio or the Charter of the City of Cleveland, the validity of the remaining portions or provisions shall not be affected, and the rights and obligation of the Agency shall be construed and enforced as if the Agreement did not contain the particular part, term or provision.

C. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified.

ASSISTING AGENCY:

CITY OF CLEVELAND

Michael McGrath, Director
Department of Public Safety

Date: _____

Calvin Williams, Chief
Division of Police

Date: _____

Print Name of Agency

Mayor or County Executive – [Signature]

Print Name and Title

Date: _____

Chief of Police or Sheriff – [Signature]

Print Name and Title

Date: _____

Approved as to form and correctness:

CITY OF CLEVELAND
BARBARA LANGHENRY, DIRECTOR OF LAW

AGENCY _____
LEGAL COUNSEL _____

By: _____

Date: _____

By: _____

Date: _____

Reimbursement of Personnel Costs - Assisting Agency "A"

Assisting Agency:		Agency's # Regular Hours: **		Medicare (set rate)	
Sky River Police		40		1.45%	
Prepared By: (Print Contact Name)	Contact/Phone #:	Signature:		FICA (set rate)	
	440-799-8202			0.00%	
Clerks	Contact/Phone #:	Signature:		Pension Contrib (Agency's Rate)***	
provided By: (Print Contact Name)	440-331-1234			19.50%	
By: Stillman					

* Total hours worked will be verified / reconciled to the hours logged by the E-Sponder system. Regular hours plus overtime hours can not be more than the total hours logged in E-Sponder.

** Provide your agency's regular scheduled hours for the week (average hours).

*** Use your agency's pension contribution rate to calculate pension contribution expenses. Provide official documentation that shows your current pension contribution rate.

Officer's Name:	Regular Rate:	Overtime Rate:	Regular Hours:	Overtime Hours:	Total Regular Hours:	Total OT Hours:	Salary Expense:	Medicare:	FICA:	Pension Contribution:	Benefit:	TOTAL EXPENSE:
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			160.00	80.00	\$ 5,884.00	\$ 4,251.60	\$ 10,135.60	\$ 146.97	\$ -	\$ 1,976.44	\$ -	\$ 12,259.01