

EXHIBIT "A"
PROTOCOL AGREEMENT

THIS PROTOCOL AGREEMENT ("Agreement") is made as of the 29th day of October, 2024 (the "Effective Date"), by and between the City of Brecksville, an Ohio municipal corporation, for its Police Department, with an address at 9200 Treeworth Blvd., Brecksville, Ohio 44141 ("Brecksville Police") and The MetroHealth System, a county hospital organized and operated under Chapter 339 of the Ohio Revised Code located at 2500 MetroHealth Drive, Cleveland, Ohio 44109 ("MetroHealth").

RECITALS

- A. MetroHealth operates the Brecksville Health and Surgery Center at 9200 Treeworth Blvd., Brecksville, Ohio 44141.
- B. MetroHealth has applied to the Ohio Secretary of State to have a number of officers from its security department (the "Officers") appointed and commissioned to act as police officers for MetroHealth in accordance with Section 4973.17 of the Ohio Revised Code ("ORC").
- C. Prior to its Officers engaging in any activities or duties as police officers, MetroHealth must obtain the approval from the Brecksville Police Chief (the "Chief") in accordance with Section 4973.17(D)(1)(a) of the ORC.
- D. MetroHealth has received the requisite approval from the Chief and is now required by Section 4973.17(D)(1)(b) of the ORC to enter into an agreement with the Chief which sets forth the standards and criteria to govern the interaction and cooperation between MetroHealth and the Brecksville Police.
- E. MetroHealth police officers that will serve as hospital policemen have received their Ohio Peace Officer Training Certification and they are not disqualified by ORC 4973.171.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Authority. The Chief grants MetroHealth and its Officers the authority to perform the acts set forth in this Agreement or as otherwise provided by law. Notwithstanding the foregoing, such authority shall only extend to the Officers when such Officers are engaging in such activity directly in the discharge of their duties as an employee of MetroHealth. The Chief authorizes, and MetroHealth agrees, that any personnel conducting law enforcement duties as described in paragraph 3(a)-(e) of this Agreement shall only be OPOTA-certified police officers. Further, it shall solely be the responsibility of MetroHealth to ensure that all of the Officers maintain all of the proper and necessary commissions and certifications.
2. Jurisdiction. The territorial jurisdiction of MetroHealth and its Officers shall be limited to the MetroHealth facility at 9200 Treeworth Blvd., Brecksville, Ohio 44141 and the streets on or

adjacent thereto as more fully set forth on Exhibit A attached hereto and incorporated herein (the "Jurisdiction").

3. Authority of MetroHealth Officers. To the extent authorized by Section 4973.17 of the ORC, the Officers commissioned by the State of Ohio serving in MetroHealth's Department of Public Safety shall have the authority to do all of the following:
 - (a) Exercise detainment powers as and when appropriate; to include Application for Emergency Admission ORC 5122.10;
 - (b) Direct traffic flow or re-route traffic within its Jurisdiction in the case of emergencies or MetroHealth events;
 - (c) Exercise arrest powers as and when appropriate and sign charges for arrestees;
 - (d) Investigate crimes occurring within MetroHealth's Jurisdiction and present completed criminal case investigations for misdemeanor crimes directly to the City prosecutor and present completed criminal case investigations for felony crimes directly to the Cuyahoga County Grand Jury; and
 - (e) Exercise any other authority granted by Section 4973.17 of the ORC in emergency circumstances where it is required to safeguard MetroHealth's patients, employees, guests and their families.

The parties acknowledge and agree that MetroHealth will not house, hold or transport arrestees and that control of any arrested person shall be relinquished to the first available officer from Brecksville Police Department.

4. Policies and Procedures. Except as expressly set forth herein, the roles, responsibilities, policies, procedures and relationships between Brecksville Police and MetroHealth shall otherwise remain unchanged.

5. Term. The term of this Agreement ("Term") shall commence upon the Effective Date and continue in full force and effect so long as the Officers are commissioned to act as police officers for MetroHealth in accordance with Section 4973.17 of the ORC. Either party may terminate this agreement upon thirty (30) days' advanced written notice.

6. Liability and Insurance. MetroHealth indemnifies and holds harmless the City of Brecksville, its representatives, officials, officers, and employees from any and all liability relating to claims and causes of action arising out of the actions of MetroHealth employees and contractors. MetroHealth shall provide the Chief of Police with a certificate of insurance with minimum limits of \$2,000,000 per occurrence naming the City of Brecksville as a named insured effective at all times during the Term.

7. Amendments. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto.

8. Severability. If any provision of this Agreement is found to be void or illegal for any reason, the remaining provisions of this Agreement shall continue in full force and effect for the full term of the Agreement.

9. Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.

10. Entire Agreement. This document contains the whole of the understanding between the Parties relative to the issues discussed herein and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements and representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

THE METROHEALTH SYSTEM

DocuSigned by:
Olusegun Ismael, MD
By: _____
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Date: 10/30/2024

Approved as to Form:

Approved as to Form
The MetroHealth System
Office of General Counsel
By: *[Signature]*
Date: 10/29/2024

BRECKSVILLE POLICE DEPARTMENT

By _____
Stan A. Korinek, Police Chief

Date: _____

Approved as to Form:

David J. Matty, Law Director