

June 2, 2017

**FOR YOUR INFORMATION**

To: Mayor and Members of Council  
From: Harry Black, City Manager **HB**  
Subject: Collaborative Agreement Refresh

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Fifteen years ago, in April 2002, the City entered into the historic Collaborative Agreement (CA) in order to resolve pending litigation alleging discrimination and excessive force in policing. The agreement was entered into Federal Court and included the City, the United States Department of Justice, the Fraternal Order of Police and community representatives. This agreement, and the subsequent work to institutionalize its recommendations, now serve as a best-in-class model for communities throughout the nation.

The focus of the CA included the development, implementation and monitoring of:

- A Community Problem-Oriented Policing strategy;
- A mutual accountability evaluation Plan;
- Use of force policies, incident documentation, investigations and reviews;
- Fair, equitable and courteous treatment for all including a commitment to statistically bias-free policing; and
- Independent civilian review process, now known as the Citizen Complaint Authority (CCA).

The Federal monitoring of the agreement concluded in 2008 and resulted in the City developing a CA Plan in order to ensure sustainability and institutionalization of the recommendations.

It has now been 9 years since the conclusion of the CA and the City and community members have recognized the need to revisit the original agreement to identify gaps, barriers and to take successes to the next level. In this regard, the City has entered into an agreement with Saul Green (attached), who served as the Court appointed, independent monitor for the 5-year period following the commencement of the CA.

Since the CA was established, the City has become safer, seen less crime and the amount of arrests has been reduced. Most of the reforms have endured while others have been given less priority due to leadership changes and budget realities. This represents a tremendous opportunity to voluntarily revisit, along with the FOP and community, the goals and mission of the CA with a focus on improvement.

Between now and February 2018, Saul Green and his team will work with the City, community representatives and CA partners on 4 primary components:

- **Evaluation and Accountability.** Establishing and implementing a standardized, accountable evaluation process on CA plan's provisions including community problem-oriented policing, biased-free policing, arrests, risk management, training, the CCA and community input.
- **Community Engagement.** Enhancing the role of the CCA by utilizing them as a neutral party to ensure strong community engagement as an essential component in managing public safety and community problem oriented policing.
- **Independent Review.** Mr. Green and his team will conduct a CA review and provide the City with a progress report identifying areas for further scrutiny, recommendations and feedback.
- **Action Steps.** The City will work with Mr. Green and community and CA agreement stakeholders to develop specific action steps and completion timetable to include a reporting template.

### **Conclusion**

Critical to this work will be the Manager's Advisory Group (MAG), created at the conclusion of the original CA and providing the Administration with critical feedback and oversight of community policing efforts. Specifically, the Mayor and I have asked MAG members Pastor Ennis Tate, Iris Roley, Al Gerhardstein and FOP President Dan Hills to formally serve as a MAG liaison team to ensure integrity and community involvement throughout the CA refresh process. The MAG as a whole will play a significant role in the overall initiative.

Given the issues surrounding police community relations and equitable policing faced across the nation, it is more important now than ever that Cincinnati remain ahead of the curve. The strong partnerships and experience in place position us well to take this opportunity to move the needle forward.

I am grateful for those who have worked to get us to this point, especially the community volunteers who have been involved from the beginning and are willing continue to serve the community.

### **Attachments**

cc: Paula Boggs Muething, City Solicitor  
Chief Eliot Isaac, Police Department  
Kim Neal, Director, Citizen Complaint Authority

Contract No. 75 x 1029

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF CINCINNATI AND  
SAUL GREEN**

**THIS AGREEMENT** is made by and between the City of Cincinnati, Ohio, an Ohio municipal corporation with offices located at 801 Plum Street, Cincinnati, OH 45202 (hereinafter referred to as "City") and Saul Green, Senior Counsel with Miller, Canfield, Suite 2500, 150 West Jefferson, Detroit, MI 48226 (hereinafter referred to as "Contractor").

**WHEREAS**, the City entered into the Collaborative Agreement ("CA") in April 2002 to resolve litigation ("the lawsuit") alleging discrimination and excessive force by the Cincinnati Police Department; and

**WHEREAS**, in 2008 when the CA ended, the judge overseeing the litigation issued an order directing the parties to the litigation to establish a plan ("the Plan") that demonstrated how the parties would do the following:

1. Maintain progress in implementing problem-solving;
2. Continue and advance problem solving;
3. Institutionalize problem solving as the principal crime fighting strategy for the Cincinnati Police Department;
4. Assess if there is a bias in pedestrian and traffic stops, including in the treatment of drivers and passengers during traffic stops;
5. Conduct ongoing evaluation of police-community relations; and
6. Include timelines and establish who will be responsible for each of the tasks to be conducted by the parties to the litigation; and

**WHEREAS**, the City is committed to continue the progress it has made in implementing the reforms under the spirit of the CA and the Plan; and

**WHEREAS**, because over 8 years has passed since the City implemented the Plan, and policing practices and methodologies have evolved so that best policing practices may be different in 2017 than they were in 2008; and

**WHEREAS**, the City has decided it is appropriate for the City to conduct an internal review ("Internal Review") of its policing practices and methodologies to determine if they adequately reflect the principles and tenets of the Plan and to retain an outside consultant who can conduct a review of the City's Internal Review and provide any necessary recommendations for improvement; and

**WHEREAS**, the Contractor served as the Monitor for the CA and the Plan; is familiar with the CA, the Plan and the City's policing practices and methodologies; and possesses the necessary skills and qualifications to perform these services; and

**WHEREAS**, the City Manager and the City Purchasing Agent have approved a request for waiver of the City's Administrative Regulation 23 to permit a direct award of a professional services contract to Contractor, a copy of which is attached hereto as Exhibit C;

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

**1. SCOPE OF SERVICES**

The Contractor shall, in a satisfactory and proper manner as determined by the City Manager of the City, perform all the necessary services under this Agreement. The Contractor shall perform the services as detailed in Exhibit A attached hereto and made a part hereof.

**2. TERM**

The services of the Contractor are to commence upon execution of this Agreement by both parties hereto, and shall be completed by February 28, 2018.

**3. COMPENSATION AND METHOD OF PAYMENT**

- a. **Compensation.** The City shall pay Contractor an amount up to but not to exceed \$299,260 for the services rendered under this Agreement, payable as set forth in Exhibit B attached hereto. Contractor shall bill the City monthly for all services rendered under this Agreement.
- b. **Method of Payment.** Any payments from the City specified in this Agreement, including any periodic installment payments, will be contingent upon performance of contractual obligations to date and the submission by Contractor of an original, detailed invoice on company letterhead stating the date the services were provided, the name of the individual providing the services, the number of hours worked by the individual stated in 10-minute increments, and a detailed description of the services performed. The invoice shall include receipts, invoices, reports, statements, or any other supporting information as required by the City to document entitlement to payment.

Failure to satisfactorily meet any one of the Agreement obligations by Contractor may result in the City not approving periodic payments to Contractor and/or filing liens as may be necessary against Contractor's assets or future assets, until Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments.

- c. **Travel Expenses.** Travel expenses paid by the City will be limited to coach airfare (with the exception of documented medical reasons requiring first class air travel) and accommodations at a moderate hotel, and per diem and mileage expenses shall not exceed the rates specified on Exhibit B. Such reimbursement shall not exceed \$39,000 throughout the term of this Agreement. Contractor shall coordinate travel with the City to combine trips and limit the number of individuals traveling to minimize travel expenses to those determined necessary by the City to fulfill Contractor's obligations

under this Agreement.

- d. **Prompt Payment System.** This Agreement is subject to and the Contractor shall comply with the provisions of Chapter 319 of the Cincinnati Municipal Code that provide for a Prompt Payment System.

#### 4. SUBCONTRACTS, SUCCESSORS, AND ASSIGNS

- a. **Subcontracts.** The City acknowledges and agrees that the Contractor will subcontract certain work under this Agreement to Joseph E. Brann, John E. Eck, and Jeffrey Fagan. The Contractor agrees that none of the work or services covered by this Agreement shall be subcontracted to any other person or entity without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- b. **Use of Debarred Subcontractors Prohibited.** The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City, which may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is the Contractor's (Consultant's) responsibility to verify that each subcontractor (sub-consultant) it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list. The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.
- c. **Assignment.** The Contractor shall not assign or transfer Contractor's interest in this Agreement without the prior written consent of the City.

#### 5. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS

- a. **Generally.** Contractor in the performance of services under this Agreement shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.
- b. **Equal Employment Opportunity Program.** This Agreement is subject to the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement.
- c. **Small Business Enterprise and Local Business Enterprise Programs**
  - i. This Agreement is subject to the provisions of the Small Business Enterprise and Local Business Enterprise Programs contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby

incorporated into this Agreement.

- ii. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202, (513) 352-3144.
- iii. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises (SBEs), which include SBEs owned by minorities and women. If Contractor is authorized by the City to subcontract any work under this Agreement, Contractor shall utilize its best efforts to meet those goals by subcontracting with SBEs certified by the City who will be performing a commercially useful function under this Agreement.
- iv. A list of certified firms may be obtained from searching the City's Certified Directory, a link to which is included on the Department of Economic Inclusion's webpage (<http://www.cincinnati-oh.gov/inclusion/>). The Contractor may refer firms interested in consideration for certification eligibility to the on-line application at: (<https://cincinnati.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=cincinnati&XID=7672>).
- v. The Contractor shall utilize best efforts, as defined in the Rules and Regulations adopted under Chapter 323, to recruit and maximize the participation of all qualified segments of the business community in supplies and subcontracting work, including the utilization of small, small local, emerging local, minority, and women business enterprises.
- vi. It shall be a material breach of contract if Contractor fails to notify the City, through its Director of Economic Inclusion, and fails to obtain prior written approval from the Director of a reduction in SBE subcontractor participation, termination of an SBE subcontract, or substitution of a new SBE for an SBE listed on the subcontractor utilization plan (Form 2003).
- vii. If Contractor hires or engages another party who then subcontracts work under this Agreement, Contractor agrees to include in its contract with such party a requirement that said party take the affirmative steps required by the Rules and Regulations adopted under Chapter 323 when advertising and awarding such subcontracts.

**d. Subcontracting Reporting**

- i. Prior to commencement of its duties under this Agreement, if the City has approved the use of subcontractors by the Contractor as required by Section 4, Contractor shall provide to the City, through the Department of Economic Inclusion, a report listing all of the contractors and subcontractors for the project, including information as to owners, dollar value of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15<sup>th</sup>.
- ii. Contractor shall enter all reports required in this subsection at the City's online reporting site, generally referred to as VCCS, or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the

necessary reports.

- iii. Contractor must periodically document its best efforts and affirmative steps to meet the participation goals set forth in this Agreement, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute Contractor pursuant to Section 2921.12, Ohio Revised Code.
  - iv. If Contractor does not purchase supplies or enter into subcontracts for the performance of services or construction of improvements under the contract, the subcontracting reporting requirements of this section do not apply.
- c. **Wage Enforcement.** This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the City or with a contractor or subcontractor of a person who has an agreement with the City shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions of Chapter 326, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

## 6. CERTIFICATION AS TO NON-DEBARMENT

Contractor certifies that he, his firm or its principals, or those other individuals who will provide work under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if he, his firm or its principals, or those other individuals who will provide work under this Agreement is/are presently debarred then he and they shall not be entitled to compensation under this Agreement and that he and they shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this Agreement shall be retained as liquidated damages.

## 7. CONTRACTOR'S INSURANCE AND INDEMNIFICATION

- a. **Workers' Compensation.** Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Workers' Compensation Laws.
- b. **General Liability Insurance.** Contractor shall secure and maintain such general liability insurance as will protect Contractor from claims for bodily injury, death, or property damage which may arise from the performance of Contractor's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of (\$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Contractor shall notify the City in writing at least 90 days prior to Contractor's cancellation of any insurance policy. Contractor shall notify the City in writing within five days of notice from the insurer of insurer's intent to cancel or not renew any policy

required under this Agreement.

- c. **Professional Liability Insurance.** Contractor shall secure and maintain such general liability insurance as will protect Contractor from claims for bodily injury, death, or property damage which may arise from the performance of Contractor's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of (\$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- d. **Indemnification of the City.** Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Contractor including by Contractor's employees and agents in the performance of this Agreement.

#### **8. TERMINATION; NON-PERFORMANCE**

- a. **Termination by the City.** The City may terminate this Agreement at any time for any reason upon seven days' written notice to Contractor. In the event of termination not due to the fault of Contractor, Contractor shall be paid Contractor's compensation for services satisfactorily completed up to the termination date as determined in accordance with Exhibit B attached hereto.
- b. **Alternatives to Termination.** In the event Contractor fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Agreement, to reduce the services required herein of Contractor and to reduce the projected budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

#### **9. OWNERSHIP OF PROPERTY**

Contractor agrees that at the expiration or in the event of any termination of this Agreement that any memoranda, maps, drawings, working papers, reports, and other similar documents produced in connection with this Agreement shall become the property of the City, and Contractor shall promptly deliver such items to the City. Contractor may retain copies for its records.

#### **10. CONFLICT OF INTEREST**

- a. **Disclosure.** Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a City employee, employee's business, or any business relationship or financial interest that a City employee has with Contractor or in Contractor's business.



- b. **Employee or Agent of City.** Contractor agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member or close business associate of such officer, employee, or agent of the City, or any organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Contractor or in this Agreement, and Contractor shall take appropriate steps to assure compliance with this provision.
- c. **Subcontractors.** Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Contractor further covenants that neither it nor any of its contractors or subcontracts shall employ any person in the performance of this Agreement in violation of this Section 10.

#### **11. INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

#### **12. REPORTS, INFORMATION, AND AUDITS**

Contractor, at such time and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Contractor shall retain all financial and administrative records for a minimum of three years following completion of the Agreement, and shall permit the City or any of its representatives or auditors access to such records at no cost to the City.

#### **13. PROPRIETARY MATERIALS**

- a. The City acknowledges that in the course of performing services, Contractor may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtained no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.
- b. Contractor acknowledges that in the course of performing services for the City, the materials and information obtained, used, and/or produced for the are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

#### **14. NOTICES**

All notices required under this Agreement shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties as follows:

To the City:

Lt. Teresa Theetge  
Cincinnati Police Department  
310 Ezzard Charles Dr., 2<sup>nd</sup> Floor  
Cincinnati, Ohio 45214

To Contractor:

Saul Green  
Miller, Canfield  
Suite 2500  
150 West Jefferson  
Detroit, MI 48226

With a copy to:

Lt. Deborah Bauer  
Cincinnati Police Department  
310 Ezzard Charles Dr., 2<sup>nd</sup> Floor  
Cincinnati, Ohio 45214

#### **15. WAIVER**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

#### **16. LAW TO GOVERN**

This Agreement is entered into and is to be performed in the State of Ohio. The City and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.

#### **17. FORUM SELECTION**

Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Contractor to the City in connection therewith.

#### **18. AMENDMENT**

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.

**19. ENTIRETY**

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

**20. SEVERABILITY**

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

*{Signature page follows.}*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below.

CITY OF CINCINNATI

By: [Signature]  
Print Name: Harvey Black  
Its: \_\_\_\_\_  
Date: 5/3, 2017

By: [Signature]  
Saul Green  
Date: April 11, 2017

RECOMMENDED BY:

[Signature]  
Eliot Isaac, Police Chief

APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:

[Signature]  
Markiea L. Carter, Director

APPROVED AS TO FORM:

[Signature]  
Assistant City Solicitor

CITY PURCHASING APPROVAL:

[Signature]  
Patrick A. Duhancy, Chief Procurement Officer

CERTIFICATION OF FUNDS:

Date: 03 MAY 2017  
Funding: 309X222X400X7289  
Amount: \$299,260.00

[Signature]  
Reginald Zeno, Finance Director

**EXHIBIT A**

## **Work Plan for the Review, Status Assessment and Continued Implementation of the Operative Provisions of the Collaborative Agreement**

### **Background**

The Collaborative Agreement (CA) was implemented in April 2002 and served to resolve court litigation alleging discrimination and excessive force by police. The design, execution and fulfillment of the CA were the responsibility of several entities, collectively referred to as "The Parties". The CA incorporated the Memorandum of Agreement (MOA) with the United States Department of Justice. The Operative Provisions of the CA/MOA covered:

1. Community Problem-Oriented Policing Strategy – Problem solving would be adopted by the Parties as the principle strategy to address crime and disorder problems.
2. Mutual Accountability Evaluation Plan – The Parties would develop a system of evaluation to track the attainment of agreed upon goals.
3. Use of Force – Policies, incident documentation, investigation and reviews.
4. Ensure Fair, Equitable, Courteous treatment for all – Included a commitment to bias-free policing as measured by statistical differences in motor vehicle and pedestrian stops.
5. Civilian Review – The Citizen's Complaint Authority (CCA) was established to investigate serious officer interventions and review/resolve citizen complaints fairly and efficiently.

As Federal monitoring of these agreements concluded in 2008, the court ordered the City and Parties to develop a "Collaborative Agreement Plan" (CA Plan) to be used as a guide to continue the ongoing efforts of improving police-community relations as envisioned by the CA. The CA Plan demonstrated how the City and Parties would:

1. Maintain progress in implementing problem-solving
2. Continue and advance problem-solving
3. Institutionalize problem-solving as the principal crime fighting strategy for the Cincinnati Police Department
4. Assess if there is a bias in pedestrian and traffic stops, including in the treatment of drivers and passengers during traffic stops
5. Conduct ongoing evaluation of police-community relations
6. Include timelines and establish who will be responsible for each of the tasks to be conducted by the parties

### **Purpose of this Work Plan**

The City remains committed to continue the progress, reforms and spirit of the Collaborative. The majority of reforms have endured over the years; others have been given less priority due to leadership changes, budget deficits, and staffing issues. The City and Parties agree it is time to review the goals and provisions of the CA, evaluate our progress, and develop a practical, sustainable action plan all CA stakeholders will understand and support. The final product will be based upon the spirit of the CA, current best practices, and the principals of the 21<sup>st</sup> Century Policing Initiative.

The work plan has been divided into four key components:

<u>Component</u>	<u>Pages</u>
<b>Evaluation Process</b>	<b>2 – 7</b>
<b>Community Engagement</b>	<b>8</b>
<b>Independent Review</b>	<b>9</b>
<b>Action Steps Development</b>	<b>9</b>

## **EVALUATION PROCESS**

The City will complete evaluations of the most pivotal provisions included in the CA/ CA Plan. The evaluations will be completed in phases and within established timelines. Each evaluation will be summarized for submission to an independent contractor (IC) for review, and will include:

- **Current provision status**
  - Achievements to date
  - Roadblocks hindering progress
  - Related statistics
  - Comparison to current best practices
  - Description of system(s) used to compile, analyze and maintain data
  
- **Recommendations**
  - Description and measurement of desired outcome
  - Updated processes
  - Proposed action steps
  - Ownership responsibility
  - Timeline estimates

The City will not be obligated to collect or provide additional data, records or documentation at the request of the IC, unless the information is already part of the original work product or readily available to the City.

The evaluations will concentrate on the following provisions:

- 1) **Bias-free Policing and Officer Accountability** – Ensuring fair, equitable, courteous treatment of all; Early Warning System to identify at-risk officers;
- 2) **Mutual Accountability of All Parties** – Engagement of other City departments, the community, other jurisdictions and the oversight process by the City Manager's Advisory Group (MAG);
- 3) **Community Problem-Oriented Policing Strategy** – Problem solving adopted by the City and Parties as the principle strategy to address crime and disorder problems.

### **Bias-free Policing and Officer Accountability**

*References:* CA ¶¶ 39, 42, 51 – 55, 70, 75, 76, 82, 83; CA Plan (pgs. 10 – 12)

*Timeline:*

- **April - June 2017** – The City will complete an internal review of the system(s) utilized to identify and reduce racial statistical differences and identify potential at-risk officers. The evaluation summary will be submitted to the IC no later than June 30, 2017.
- **July 1-31, 2017** – IC review of evaluation. IC will submit a written Progress Report to the City.
- **August 1-30, 2017** – City and IC share the results with the Parties; begin development and/or implementation of action steps.

*Internal Review to Include:*

1. Arrests
  - a) Analysis to determine if statistical differences exist (age/race/gender)
  - b) Strategies to address statistical differences
2. Traffic stops and pedestrian stops
  - a) Analysis to determine if statistical differences exist (age/race/gender)
  - b) Strategies to address statistical differences
  - c) Are these stops conducted in a culturally sensitive, appropriate manner?
  - d) Are "pretext stops" being improperly utilized?
  - e) Determine CPD compliance in completing contact cards
    - c) Analysis via Police Records
    - c) Procedure review and update recommendations
  - f) Research regarding affordable, sustainable means of analyzing contact card information (analysis similar to RAND)



3. Procedures and policies regarding body worn cameras (BWC) and in-car cameras (DVR)
  - a) Identify criteria to use for reviews of video/audio footage
  - b) Determine schedule for regular reviews to assess arrests and stops
4. CPD Risk Management System
  - a) Evaluate effectiveness of current system
  - b) Identify additional intervention criteria for consideration
    - c BWC reviews
    - c Progress report schedule
  - c) Review types of data captured by CPD: the department as a whole and individual officers when identified / flagged
    - c Injuries to citizens & officers at arrests
    - c Types of weapons used
    - c If alternatives to force were utilized
    - c Force against MHRT
5. CPD Training
  - a) Does UOF training include "ample scenario-based opportunities"
  - b) Are FTOs appropriately selected and assessed
  - c) Handling individuals with mental health issues (MHRT)
6. Citizen Complaint Authority (CCA)
  - a) Complaint and investigation procedures
  - b) Communication with the public
  - c) Pattern review and process for recommending policy reforms
  - d) Use of problem solving to reduce identified patterns of complaints or abuses
7. Input from the community and criminal justice professionals regarding responses to crime (traditional vs. non-traditional)

## Mutual Accountability of All Parties

*References:* CA ¶ 30, 38, 39, 42 – 44; CA Plan (pgs. 11 – 14)

*Timeline:*

- **July - August 2017** – The City will complete an internal review of the degree of participation by other jurisdictions, City departments and community members in supporting the provisions of the CA. The evaluation summary will be submitted to the IC no later than August 31, 2017.
- **September 1-30, 2017** – IC review of evaluation. IC will submit a written Progress Report to the City.
- **October 1-31, 2017** – City and IC share the results with the Parties; begin development and/or implementation of action steps.

*Internal Review to Include:*

1. Availability and participation of other City departments in problem solving efforts
2. Coordination with, and availability of, other LE agencies in problem solving efforts (e.g., UC; HCSO; OSHP)
3. Education available and/or provided to public officials and the community reference problem solving and policing philosophy
4. Level of engagement of public officials, stakeholders and the community in past problem solving projects
5. Overview of City Manager's Advisory Group (MAG)
  - a) Defined purpose and responsibilities
    - Role in monitoring progress of the CA
    - Process used to capture and report data related to CA issues
    - Progress reports provide to the community
  - b) Utilization of the CA Plan
    - Process used by MAG to track the attainment of agreed-upon goals
  - c) Ongoing evaluation of police-community relations
    - MAG / CPD / Parties responsibilities
    - Neighborhood Opinion surveys
    - Community dialogue and engagement
    - Media and Public Relations
6. Evaluation Protocol
  - a) Statistical data and analysis being provided to the public & Parties
    - How often
    - Means being utilized

- o Confirm necessary criteria is being used in analysis
    - i. Citizen and officer info – Include age; race; gender; national origin; neighborhood; years of service; rank; assignment
    - ii. Analysis includes (by % per neighborhood)
      - Arrests
      - Reported crimes & drug complaints (Calls for Service)
      - Traffic & pedestrian citations
      - Vehicle & pedestrian stops without citations/arrest
      - Use of Force
      - Citizen reports of positive interaction w/CPD
  - o Outcomes examined for trends and differences
- b) CPD Staffing – Hiring, promotion and transfer processes
- o Years of experience
  - o Amount of time in assignments
  - o Additional criteria

### Community Problem-Oriented Policing Strategy

*References:* CA ¶¶ 17 – 29, 41; CA Plan (pgs. 4 – 10)

*Timeline:*

- o **September - October 2017** – The City will complete an internal review of the Problem Solving process, both internal and external to CPD. The evaluation summary will be submitted to the IC no later than October 31, 2017.
- o **November 1-30, 2017** – IC review of evaluation. IC will submit a written Progress Report to the City.
- o **January 2018** – City and IC share the results with the Parties; begin development and/or implementation of action steps.

*Internal Review to Include:*

1. Status of problem solving as the principal strategy for addressing crime and disorder
  - a) Participation history
    - o CPD
      - i. PIVOT
      - ii. CIRV
    - o Other City departments/organizations
      - i. CCA
      - ii. Community Police Partnering Center (CPPC)
    - o Community members and organizations
    - o Other public safety units/jurisdictions

- b) Challenges hindering participation
2. Critical review of CPD Procedure 12.370, Problem Solving Project Process
    - a) Current process – pros and cons
    - b) Quality vs. Quantity
  3. PSTS – Problem Solving Tracking System
    - a) Documentation requirements
    - b) Ease of use
    - c) Recommendations
  4. Training and education
    - a) CPD Recruits
      - o Introduction of PS in Phase I (Academy)
      - o PS project during Phase II (District)
    - b) CPD In-service; New Supervisor; FTO
    - c) Other City departments
    - d) Community stakeholders
      - o Include youth involvement
      - o Community councils
      - o Community development corporations
      - o Faith-based groups
      - o Non-profits
    - e) CPPC involvement/responsibilities
  5. Accountability
    - a) Current audits of PS projects
      - o Effectiveness
      - o Use of consistent measurements
      - o Successes and failures
    - b) Publication of PS activities
      - o Sharing project results with community
        - i. Quarterly or bi-annual reports/newsletter on City website
      - o Other resources available (e.g., PS library; best practices; links)
  6. Reach, Sustainability & Long-term Effectiveness
    - a) Does the City administration consider PS expertise/commitment when hiring and/or promoting City Department personnel
    - b) Chief's Scholars Program
      - o Have participant's papers/knowledge been utilized to promote PS
      - o Should candidates from other City departments be considered

## COMMUNITY ENGAGEMENT

Community engagement is an essential component in managing public safety and supporting a successful Community Problem-Oriented Policing Strategy. To create positive, significant changes in our neighborhoods we need community input, participation and ownership of both the challenges and solutions. Developing trust and partnerships between all stakeholders is imperative. Strong partnerships will improve the chances of identifying the right problems and selecting the right solutions.

To promote trust and confidence in the process, the City believes community engagement efforts should be organized and implemented by a neutral party. The Citizen's Complaint Authority (CCA) was created by the CA and is the natural repository for citizen complaints and input. As described in CA ¶ 55: "It is essential that the CCA uniformly be perceived as fair and impartial, and not a vehicle for any individuals or groups to promote their own agendas."

The CCA will be the primary entity responsible to develop and execute the Community Engagement component of this work plan. This component will include, but not be limited to:

- 1) Host two (2) public forums to promote discussion and obtain input from community stakeholders
  - Structured to promote beneficial feedback and ideas
  - Coordinate with IC to ensure availability to attend the forums
- 2) Community surveys
  - Police-community relations
  - Neighborhood concerns
  - Problem solving ideas
  - Obtain input from the community and criminal justice professionals regarding effective responses to crime (traditional vs. non-traditional).
    - Public defenders
    - Prosecutors
    - Parole & Probation officers
    - Non-profits
- 3) Develop a plan to make educational materials (re: problem solving philosophy) available and understandable to stakeholders
  - Work in conjunction with the CPPC
- 4) Provide results and feedback in a timely manner:
  - To the City, for inclusion in evaluation summaries submitted to the independent contractor
  - To the Public, via City website and community meetings

## **INDEPENDENT REVIEW**

The independent contractor (IC) will review each evaluation summary and provide a Progress Report to the City within the established timeline. The Progress Report will include, but not be limited to:

- 1) Identification of areas which may need further scrutiny and/or discussion
- 2) Recommendations to supplement proposed action steps and processes
- 3) Feedback regarding best practices and additional resources

The IC reviews will be based entirely on the evaluations provided by the City. The IC will not be required to examine or analyze data or documents acquired or produced for the purpose of the City reports, except to the extent the IC, in his or her discretion, choose to review underlying data or documentation.

The IC will be required to attend all of the Community Engagement sessions.

## **ACTION STEPS DEVELOPMENT**

The City will consult with the independent contractor throughout the review process to:

1. Develop action steps, to include:
  - a) Community stakeholders
  - b) Other Parties involvement / contributions
  - c) Other City departments involvement
  - d) Timetable for completion
2. Create a progress report template for submission to the Manager's Advisory Group (MAG) for each review topic. MAG will share the report with the broader public.

**EXHIBIT B**

V. **Project Costs**

Consulting Services

<u>Consultant</u>	<u>Hourly Rate</u>
Saul Green	\$350
Joseph Brann	\$350
John Eck	\$350
Jeffrey Fagan	\$350

Expense Rates

Lodging	\$175 per night
Mileage	\$.51 per mile
Per Diem	\$69 per day

<b>Consulting Fees</b>	<b>\$236,600</b>
<b>Travel/Lodging Expenses</b>	<b>\$39,000</b>
<b>Administrative (10% of fees)</b>	<b><u>\$23,660</u></b>
<b>TOTAL</b>	<b>\$299,260</b>



**EXHIBIT C**



April 10, 2017

**TO:** Patrick A. Duhaney, Chief Procurement Officer  
**FROM:** Kristen Cosgrove, Police Finance Management  
**CC:** Col. E. Isaac, Chief of Police  
**SUBJECT:** Request for Waiver of Administrative Regulation No. 23 for Professional Services to be provided by Saul A. Green, Senior Counsel, Miller, Canfield, Paddock and Stone, P.L.C.

The Cincinnati Police Department (CPD) requests your approval to waive the professional services procurement requirements outlined in Administrative Regulation No. 23 in order to enter into a direct award professional services contract with Saul A. Green, Senior Counsel with the law office of Miller, Canfield, Paddock and Stone, P.L.C. Mr. Green will serve to review and evaluate the City's progress with regard to its implementation of the most pivotal provisions of the April 2002 Collaborative Agreement and corresponding Collaborative Agreement Plan later formulated by the City and the parties to the Collaborative Agreement at its conclusion.

The total contract award is Two Hundred Ninety-Nine Thousand Two Hundred Sixty Dollars (\$299,260). The expiration of the contract will be February 28, 2018.

Mr. Green is uniquely qualified to provide the needed review and evaluation services to the City with regard to the Collaborative Agreement. Mr. Green served as the Federal Monitor for the Collaborative Agreement that was implemented in April 2002 which was agreed upon in order to resolve court litigation alleging discrimination and excessive force by police. In this capacity, he ensured the Parties' implementation and compliance with its terms. Federal monitoring of the Collaborative Agreement concluded in 2008 however, the Parties agreed to continue to employ the most relevant tenets of this endeavor. Mr. Green is extremely familiar with the terms, operation and parties to the Collaborative Agreement and as such, is in the exceptional position to perform the review and evaluation services for the City.

It is for these aforementioned reasons that the Police Department recommends a direct award be issued to Mr. Green.

If there are any questions or if further information needed, please contact Kristen Cosgrove directly at (513) 352-1461 or by email to [kristen.cosgrove@cincinnati-oh.gov](mailto:kristen.cosgrove@cincinnati-oh.gov).

Reviewed/Recommended: Patrick Duhaney 4/10/2017  
Patrick Duhaney, Chief Procurement Officer Date

Approved: Harry Black 4/10/17  
Harry Black, City Manager Date

**Summary of Collaborative Agreement Refresh and Review Process**

- Cincinnati Police Department (“CPD”) collects data and evaluates in three of the operative provisions of the original Collaborative Agreement (“CA”): (1) Bias-Free Policing and Officer Accountability; (2) Mutual Accountability of All Parties; and (3) Community Problem-Oriented Policing Strategy. CPD then provides this information to Saul Green and his colleagues (“Saul Green”) for review.
- Community engagement is a core component of the refresh/review process and CCA will be primarily responsible for this component. CCA will:
  - Host 2 public forums for community stakeholders.
  - Distribute community surveys will to measure:
    - Police-community relations
    - Neighborhood concerns
    - Problem solving ideas
    - Input from community and criminal justice professionals regarding effective responses to crime
  - Develop a plan for educational materials for stakeholders.
  - Provide timely results and feedback to the City and the community.
- Saul Green will:
  - Produce a Report that:
    - Identifies areas that need further scrutiny and/or discussion
    - Recommends supplemental action steps and processes
    - Feedback regarding best practices and additional resources
  - Attend all Community Engagement sessions

**CPD Data Collection and Evaluation**

- **Bias-free Policing and Officer Accountability**
  - Evaluation will focus on ensuring fair, equitable, courteous treatment of all and the early warning system to identify at-risk officers.
  - The internal review will collect and analyze:
    - Arrests
    - Traffic and Pedestrian stops
    - BWC procedures and policies
    - CPD Risk Management System
    - CPD Training
    - CCA
    - Input from the community and criminal justice professionals regarding responses to crime

- **Mutual Accountability of All Parties**
  - Evaluation will focus on the engagement of other City departments, the community, other jurisdictions, and the City Manager Advisory Group (“MAG”) oversight process.
  - The internal review will analyze:
    - Availability and participation of other City departments in problem solving efforts
    - Coordination with other Law Enforcement agencies
    - Education for public officials and the community re. problem solving and policing philosophy
    - Engagement of public officials, stakeholders, and the community in past problem solving projects
    - Overview of MAG
    - Evaluation Protocol
  
- **Community Problem-Oriented Policing Strategy**
  - Evaluation will focus on the use of problem solving as the principal strategy to address crime and disorder problems
  - The internal review will analyze:
    - Status of problem solving as the principal strategy for addressing crime and disorder
    - Critical review of CPD Procedure 12.370, Problem solving project process
    - PSTS – Problem Solving Tracking System
    - Training and Education
    - Accountability
    - Reach, Sustainability, and Long-term Effectiveness

Throughout the review process, the City and Saul Green will work together to

- Develop action steps to include community stakeholders, other parties, other City departments
- Create a progress report template for submission to the MAG and to the public on each review topic