City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Law & Public Safety Committee

Chairperson Christopher Smitherman
Vice Chair David Mann
Council Member Jeff Pastor
Council Member Betsy Sundermann
Council Member Jan Michele Kearney
Council Member Greg Landsman

Tuesday, September 29, 2020 | **8:00 AM** | **Council Chambers, Room 300**

PRESENTATIONS

COLLABORATIVE AGREEMENT REPORT

Iris Roley, Community Activist

Jason Cooper, Manager's Advisory Group

Dan Hils, Fraternal Order of Police

Chief Eliot Isaac, CPD

AGENDA

1. 202000347 REPORT, dated 3/04/2020, submitted by Patrick A. Duhaney, City Manager, regarding the Police Department Shooting Range Reduction of Noise. (SEE DOC. #201901907)

Sponsors: City Manager

Attachments: TRANSMITTAL _001
REQUEST FOR INFORMATION
NOISE REDUCTION AT CPD TARGET RANGE

2. 202001174 REPORT, dated 9/2/2020, submitted by Paula Boggs Muething, Interim City Manager, regarding Feasibility and Cost of Purchasing Land and Building a New Regional Shooting Range Structure in Hamilton County. REFERENCE DOC #202000499

Sponsors: City Manager

Attachments: 202001174_001
ATTACHMENT #201901806

3. 202001428 RESOLUTION, submitted by Councilmember Pastor, RECOGNIZING that the practice of involuntary servitude of the duly convicted is both heinous and inhumane; and URGING the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

Sponsors: Pastor

Attachments: 202001428

4. 202001547 MOTION, submitted by Councilmember Kearney, Sittenfeld, Young, Seelbach, Landsman, and Sundermann, WE MOVE that Cincinnati City Council hold a public hearing to discuss with the Hamilton County Commissioners, Lincoln Heights City Council, the Cincinnati Police Department, and other interested parties Cincinnati's gun range. The focus of the public hearing is to discuss the environmental impact of the gun range, including any available data in addition to hearing from residents, business owners, and others affected by the gun range. WE FURTHER MOVE that the public meeting to discuss solutions for the gun range issues is held before the end of October 2020.

Sponsors: Kearney, Sittenfeld, Young, Seelbach, Landsman and Sundermann

Attachments: MOTION 202001547

5. 202001588 COMMUNICATION, submitted by Vice Mayor Smitherman, regarding Case No, C-1-99-317 in the United States District Court, Southern District of Ohio, Western Division, Collaborative Settlement Agreement.

Sponsors: Smitherman

Attachments: Collaboartive Agreement Final Settlement

6. 202001593 COMMUNICATION, submitted by Vice Mayor Smitherman, regarding Civil Action No. C-1:99-cv-3170 in the United States District Court, Southern District of Ohio, Western Division, Collaborative Agreement Plan.

Sponsors: Smitherman

Attachments: Collaborative Agreement Plan

7. 202001598 COMMUNICATION, submitted by Vice Mayor Smitherman, regarding the FYI Memo from June 2, 2017 concerning the Collaborative Agreement Refresh.

Sponsors: Smitherman

Attachments: CA Refresh CM Memo June 2017 HB

8. 202001622 COMMUNICATION, submitted by Councilmember Young from Earl Brown, regarding Baker Concrete Construction, FCC West Garage construction and safety of residents on Bauer Ave.

Sponsors: Young

Attachments: COMMUNICATION

ADJOURNMENT

city of
CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2020

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

202000347

Subject: Police Department Shooting Range – Reduction of Noise

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REFERENCE DOCUMENT #201901907

On January 08, 2020 the Law and Public Safety Committee referred the following for a report:

> MOTION, submitted by Vice Mayor Smitherman, WE MOVE that the administration research the cost of enclosing the City of Cincinnati Police Department's shooting range to reduce noise.

BACKGROUND

On December 9, 2019, the Administration provided a report to Council (Document #201901806) that summarized present use, spatial needs, and the feasibility of relocating the Cincinnati Police Target Range, currently located in Lincoln Heights. Additionally, the Administration presented before the Law and Public Safety Committee on estimated costs (Document #201901807). Following the Administration's presentation, Lincoln Heights Mayor Ruby Kinsey Mumphrey presented before the Committee regarding noise complaints in the area (Document #201901835). In response to these accounts, the Committee amended the Motion on the floor, requesting that the Administration research the cost of enclosing the range and other noise reduction solutions (Document #201901907).

REQUEST FOR INFORMATION

On January 27, 2020, in response to the Motion, the Administration released a Request for Information (RFI). Of 627 general construction and acoustics companies notified, one (1) formal response was received. The response, as provided by Megen Construction, includes nine (9) options for consideration. The RFI and the complete response, as submitted by Megen Construction, are attached.

The nine (9) options, in summary, are as follows:

Option	Description	Estimates	Timetable
Option A – Concrete Wall			
A1	Increase the limits of the concrete barrier that provides partial separation on the west side of the target range. Extend the concrete barrier along the west side of the target range.	$450,000 to $550,000	6 to 8 months
A2	Include a concrete wall along the south. The areas to the west and south are those most populated by the public. The new wall could be constructed of poured-in-place concrete, like the existing walls, or a precast concrete wall may also be a viable solution. The new wall(s) should be of similar height (30-35 feet) to the existing adjacent walls. This recommendation does not take into effect any noise travel that would reflect toward the sky and find its way to the surrounding neighborhoods.	$1,100,000 to $1,320,000	8 to 10 months
Option B – Tree Line			
B1-B3 Zones	Option B proposes a more organic solution, creating zones of dense coniferous trees along the open perimeter of the target range. This option uses trees of various shapes and sizes in a staggered pattern to help mitigate any noise that travels away from the gun location. The plantings are grouped in three zones, allowing for flexibility when evaluating the best solution for noise reduction on the site.	$25,000 to $55,000	4 to 7 months
Option C – Partial Shelter			
C	A three-sided pre-engineered metal structure to reduce the noise disturbance and provide protection against mild weather elements, while reducing some of the noise travel. Baffles will be added at the ceiling of the structure, and the walls are to be insulated. Baffles and insulation will be exposed to the weather and need to be exterior rated. This solution may require some minimal lighting in the shed structure. This solution also may require a change in operations. The intent would be for the trainee to stand under the shed structure, and not have to move back/forth to stand at appropriate distances from the target. Multiple, movable targets would be implored to practice firing at the proper distances.	$810,000 to $975,000	12 to 15 months
Option D – Full Shelter			
D1	Build a fully enclosed pre-engineered metal building providing noise reduction and protection against weather elements. Option D1 is designed to use the existing concrete walls on the north and east side of the target range for the structure. A pre-engineered metal building will be supported off the north wall at a high point, with a slope to a low point along the south edge of the range. Baffles will be added to the ceiling of the structure and	$2,270,000 to $2,715,000	14 to 16 months

	insulated wall panels will complete the enclosure. This plan does not provide a fire suppression system, but a fire alarm system is to be included. The fully enclosed building will also need to have power, lighting, ventilation, and cooling. This option will also require an operational lead recovery system.		
D2	Option D2 addresses the existing pre-engineered metal structure on site. At this location, it is intended to utilize the existing structure and roof, but add insulated wall panels on the west, south, and east sides to mitigate the noise. The north end houses the firing targets along the existing concrete wall. By enclosing this structure, it is also planned to provide a fire alarm, power, lighting, ventilation, cooling and lead recovery system.	$800,000 to $960,000	10 to 12 months
D3	Option D3 proposes an extension of the existing pre-engineered metal structure, again with insulated wall panels on the west, south, and east sides. The new roof should match the existing, and have sound baffles on the ceiling.	$975,000 to $1,170,000	10 to 12 months

Attachments

cc: Eliot Isaac, Chief of Police, Cincinnati Police Department

TAT (APC)

REQUEST FOR INFORMATION (RFI) – SOURCES SOUGHT FOR NOISE REDUCTION AT POLICE TARGET RANGE

PROJECT:	**NOISE REDUCTION AT CPD TARGET RANGE**
ISSUE DATE:	**January 27, 2020**
DUE DATE:	**Thursday, February 13, 2020 at 3:00 p.m. ET**
RFI NUMBER:	**RFI764CPDTRGT**
SUBMITTAL:	https://cincinnati-oh.bonfirehub.com/ All proposals must be submitted electronically via the City's Bonfire portal at the above link. Responses submitted by hard copy, mail, or e-mail will not be accepted. See "SUBMISSION OF RESPONSES TO THE RFI" for more details.
QUESTIONS:	Questions related to this RFI should be directed to: Brooke Cashion Buyer **Email:** brooke.cashion@cincinnati-oh.gov
PRE-SUBMITTAL MEETING:	**A Non-Mandatory informational pre-submittal meeting will be held at the Target Range (10139 Spartan Drive, Cincinnati OH 45215) on Thursday, January 30, 2020 at 10:00 AM ET.**
NOTE:	The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at http://vss.cincinnati-oh.gov/.

I. REQUEST

PURPOSE OF THE RFI

The City of Cincinnati, hereinafter referred to as "City," cordially requests responses from parties, hereinafter referred to as "Responder," to this Request for Information (RFI). The City is seeking to identify if any additional potential sources are capable of providing the subsequent Scope of Services.

This is not a procurement solicitation. The City will not reimburse any costs associated with the development and submission of materials in response to this request. There is no solicitation available at this time. However, should a procurement solicitation materialize, no basis for claims against the City shall arise as a result of a response to this RFI or the City's use of such information as either part of our evaluation process or in developing specifications for any subsequent procurement solicitation.

GENERAL BACKGROUND INFORMATION, TERMS, AND INTENT

On January 8, 2020 the Cincinnati City Council passed a Motion requesting that the Administration assess the feasibility of reducing the noise at the City of Cincinnati Police Department's shooting range located in Evendale, Ohio. In light of this request, the City of Cincinnati seeks information on potential methods of lessening the associated sounds emitted by the target range, including but not limited to the feasibility and cost of enclosing the target range.

The Cincinnati Police target range, located in Evendale, was originally built as a private gun club before being purchased by the City in the 1940s. Under CPD ownership, the facility has undergone several small-scale remodels to meet the evolving needs of the CPD. The range currently sits on approximately 30 acres and encompasses a target range, a dog training course, and multipurpose facilities that house an armory, ammunition storeroom, staff offices, classrooms and restrooms.

Operational hours limit CPD firearm practice to between the hours of 9 a.m. to 3 p.m., Monday through Friday. Exceptions include 2 evening dates per year (whereby SWAT completes their training by 7:30 p.m) and 4 Saturday dates per year (whereby Federal Agencies and the Evendale Police Department conduct annual qualification exams).

SCOPE OF SERVICES

The primary objective of this Request for Information (RFI) is to obtain market information, feasibility, costs to the City, models and proposed options for reducing the noise at the City of Cincinnati Police Department's target range located in Evandale, Ohio.

Respondents to this RFI are encouraged to provide or reference similar work or services which may have been performed for other municipalities, agencies, or entities, including recommendations on factors that the City should consider. (i.e. geographic information, legal considerations, model considerations etc.)

The determination not to compete this proposed contract action is solely within the discretion of the City. Information received will normally be considered for the purposes of determining whether to conduct a competitive procurement. The City will not be responsible for any costs incurred by responding to this notice.

TIMETABLE

Milestones for the Process are:	Date
1. Release of RFI	01/27/20
2. Non-Mandatory Pre-Submittal Meeting	01/30/20, 10:00 a.m. ET
3. Deadlines for Questions	02/05/20, 3:00 p.m. ET
4. Responders Submit Information	02/13/20, 3:00 p.m. ET

A non-mandatory pre-submittal meeting shall be held at the CPD Target Range (10139 Spartan Drive, Cincinnati OH 45215) on January 30, 2020 at 10:00 a.m. ET. Those anticipating attending are asked to R.S.V.P. to Brooke Cashion at brooke.cashion@cincinnati-oh.gov by 10:00 a.m. ET on January 29, 2020.

SUBMISSION OF RESPONSES TO THE RFI

Include information as requested or required. Be sure information submitted is complete and properly identified. The cover page of the document shall indicate the RFI Reference Number, Time, Date Due, and the title of the RFI. Information must be received by the Division of Purchasing by the date and time specified as the due date on the cover page.

An electronic response **must** be submitted through the City's Bonfire portal at https://cincinnati-oh.bonfirehub.com/. **Responses submitted by hard copy, mail, or e-mail will not accepted.**

Important notes:

- Logging in and/or uploading your file(s) does not mean your response is submitted. Offerors must successfully upload all file(s) and must click the submit button before closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your Statement of Qualifications.
- If a requested file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take time, depending on the size of the file(s) and your internet connection speed.
- Please note the type (.doc, .pdf, etc.) and number of files (one only or multiple) allowed. The maximum file size for upload is 1,000 MB. Please do not embed any documents within your uploaded files as they will not be accessible or evaluated.

For technical questions or issues related to your submission, please contact Bonfire directly at support@gobonfire.com or 1 (800) 354-8010, ext. 2. The support team is available Monday-Friday, 8:00 a.m. – 8:00 p.m. ET. You can also visit their help forum at https://bonfirehub.zendesk.com/hc.

All responses to this RFI should contain, at a minimum, the following:

a. Company Contact Info (i.e., name of company and point of contact (POC); telephone number, address, and email address of POC);

b. Description of the Responder's experience providing similar services, include location, city

size, scope, timeframe, and revenue share model of services;

c. A list of current references for which comparable services have been provided with brief project description. This list shall include company/municipality name, POC, email address and telephone number;

d. A detailed summary of proposed solution(s) that address the Scope of Services and Intent of this RFI;

e. Estimated cost information; and

f. An estimated timeline needed to fully execute services.

In the event a procurement solicitation or contract materializes for this service, all Responders shall be subject to the provisions of the economic inclusion programs found in Chapter 323 and 324 of the Cincinnati Municipal Code and the Equal Employment Opportunity Program found in Chapter 325 of the Cincinnati Municipal Code, if applicable. Information about these programs can be obtained by visiting the following website: http://www.cincinnati-oh.gov/inclusion/.

QUESTIONS AND INQUIRIES

Questions and Inquiries, written only, will be accepted from any and all firms. Inquiries pertaining to this Request for Information must include the following in the subject line: RFI number and Project Name. All written questions should be directed to:

Brooke Cashion
Buyer
Email: brooke.cashion@cincinnati-oh.gov

CORRECTIONS AND ADDENDA

If it becomes necessary to revise any part of this request or if additional data is necessary to enable an exact interpretation of provisions in this request, an addendum will be issued. It is the responsibility of the Offeror to ensure that all addendums are received prior to submitting information.

MISCELLANEOUS REQUIREMENTS

The City of Cincinnati will not be responsible for any expenses incurred by a firm in preparing and submitting information. All information shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The City reserves the right to request follow-up information from any respondent.

city of CINCINNATI

RFI Reference Number:

RFI764CPDTRGT

Time and Date Due:

February 20, 2020
3:00 p.m. EST

Title of RFI:

Noise Reduction at CPD Target Range

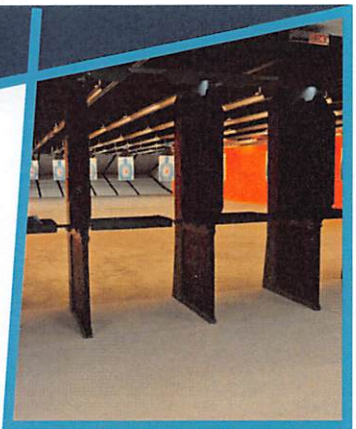
Sources Sought Response submitted by:

Megen Construction Company, Inc.

in association with **KZF Design, Inc.**

In association with

MEGEN KZFDESIGN



SECTION A:

Company Contact Information

Megen Construction Company, Inc.
POC: Tim Sharp, RA, LEED AP BD+C, Esq. - Vice President
(513) 742-9191; tsharp@megenconstruction.com
11130 Ashburn Road, Cincinnati, OH 45240

Megen Construction Company is an award-winning firm with 25 years of delivering Encore Construction Experiences. Headquartered in Cincinnati with a staff of over 30 professionals, Megen has completed over $2 billion in construction across Ohio and the country, ranging from $200K small renovations to $65M large projects. A two-time Build America Award winner and Ohio's first LEED Platinum Builder, Megen has been involved in the construction for many significant projects in the Greater Cincinnati region including the Fountain Square Revitalization, Washington Park Renovation, Sharonville Convention Center Expansion, Cincinnati Reds Hall of Museum, and the National Underground Railroad Freedom Center. Megen has also demonstrated its construction expertise and commitment to exceeding clients' expectations on over $400M government projects including projects for the City of Cincinnati. Our City of Cincinnati project experience includes the Smale Riverfront Park, Tyler Davidson Fountain Restoration, Valley View Salt Dome & Conveyor Replacement, Greater Cincinnati Water Works Chester Park Data Center Renovation and King Records Building Stabilization. Megen also has experience constructing target ranges including projects for Point Blank and Target World.

A City of Cincinnati MBE certified firm, Megen knows that what makes us different makes us stronger. They are committed to completing quality work, being good stewards of client's capital, meeting deadlines and eliminating headaches and avoiding surprises. Consistent with our mission of ***"Delivering Encore Construction Experiences"*** to our clients, over 70% of our business is from repeat customers.

KZF Design Inc.
POC: Scott Csendes, Vice President, Civic and Public Safety
(513) 621-6211; scott.csendes@kzf.com
700 Broadway Street, Cincinnati, OH 45202

KZF Design, Inc. is a well-established, award-winning architectural/engineering firm, celebrating over 60 years of providing multidisciplinary design services to public and private clients. For over fifty years, KZF has been serving agencies of federal and state governments across the nation and around the world. As a full-service architecture and engineering firm in operation since 1956, KZF Design has extensive experience with a wide array of architectural and engineering disciplines. Our team of more than 65 architects, engineers, interior designers and urban planners have created regional landmarks across the country and around the world. We've built our reputation on thoughtful, award-winning designs and unparalleled technical proficiency in both the public and private sectors.

As one of the Midwest's premier design firms, we pride ourselves on fostering an internal culture of continuous improvement and reinvention. KZF has provided public safety and law enforcement facility design since 1993, with a combination of renovation and new construction projects in multiple states. Our team has developed ranges with various programmatic requirements using National Rifle Association design standards. We have experts in equipment, simulators, safety procedures, and lead containment at your disposal. Our team's past firearm range clients include the US Army, US Navy, US Air Force, US Customs Service, the FBI, and the US Federal Bureau of Prisons. KZF is also familiar with the standards and procedures of working with the City of Cincinnati, and has maintained Contingency/Master Services Agreements with the City of Cincinnati, Metropolitan Sewer District of Greater Cincinnati, and GCWW for more than 20 years. Recent projects for the City of Cincinnati include the Hirsch Recreation Center renovation in Avondale, Smale Riverfront Park, and Criteria Architecture services for the ongoing Fire Training Center.

SECTION B:

Similar Experience

Megen Construction Similar Project Experience

Point Blank West Indoor Shooting Range and Retail Store

A 52,000 SF existing building renovation into a state-of-the-art indoor shooting range, gun shop and education center in West Cincinnati. Features of the new facility include an 11-station pistol range; a 50-yard rifle range with 11 climate-controlled stalls; a state -of the art Mancom system with moveable and programmable targets; two classrooms for up to 100 occupants for training and licensing; and 6,000 SF of retail area. As construction manager, Megen coordinated the deliveries and installation of intricate and complex shooting range equipment; **value engineered items to meet sound requirements;** and ensured the project was completed on budget and on schedule for the Owner's opening date.

Location: Harrison, OH

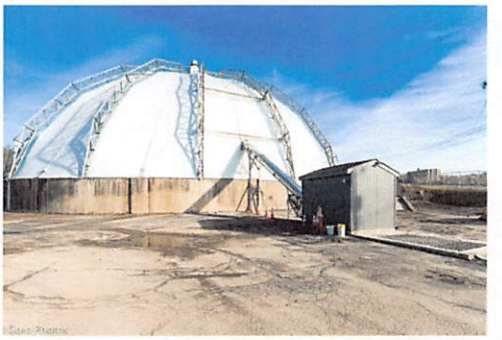
Size: 52,000 SF; $1.1M

Timeframe: 06/2013 to 10/2013

Services: Construction Management Agency (CMA)

City of Cincinnati, Valleyview Salt Dome Replacement

The design and construction for replacement of the tensile fabric on the Valley View Salt Dome and installation of a larger 24" salt conveyor with a new hopper system in a pit with a pit shed for unloading the salt from semi-trucks into the salt dome. Megen-KZF served as design-builder for the City of Cincinnati. Megen was responsible for design coordination, establishment of the overall project schedule, cost control, safety management and coordination with Owner and end user personnel.



Location: Cincinnati, OH

Size: 18 ton structure; $1.7M

Timeframe: 03/2018 to 11/2018

Services: Design-Build

City of Cincinnati, King Records Building Stabilization

The stabilization of the 18,000 SF former King Records complex in Evanston. The historic building stabilization work included abatement/demolition of the existing roof structure, replacement of all roof joists and sheathing, installation of new TPO roof and gutter; and painting exterior gutters. Megen served as general contractor on the project, assisting the City in building stabilization, the first step in preserving this historic landmark.

Location: Cincinnati, OH

Size: 18,000 SF; $620,300

Timeframe: 09/2018 to 02/2019

Services: General Contracting

SECTION B:

Similar Experience

Megen Construction Similar Project Experience *(continued)*

Megen Construction has experience with multiple Pre-Engineered Metal Building (PEMB) fabricators on projects throughout Ohio including Corinthian Baptist Church, Wilmington College, Mars Hill Academy and multiple ODOT projects. Below are details on two PEMB we have constructed.

Corinthian Baptist Church

A new 36,000 SF church and daycare facility, located across from Mercy Health's Corporate Headquarters in Cincinnati, Ohio. The ground level of the new facility includes a 1,000-seat sanctuary, vestibule/lobby, A/V production room, an administration area, pastor's suite, kitchenette, classrooms, daycare with connected outdoor play area, and ancillary support spaces including security office and nurse's room with growth for future expansion. **The building is a pre-engineered metal structure on three sides. The front of the structure is constructed of conventional steel and tied into the pre-engineered metal building (PEMB), matching the PEMB finished panels.** Megen Construction served as the construction manager, coordinating all preconstruction and construction efforts including cost estimating and value engineering.

Location: Cincinnati, OH

Size: 36,000 SF; $7.8M

Timeframe: 09/2017 to 05/2019

Services: Construction Manager At Risk (CMR)

Wilmington College Center for Sport Sciences

A 40,500 SF new athletic, academic and leased medical office building on the Wilmington College campus, which houses a variety of spaces including an outdoor synthetic turf training field; large high-bay indoor athletic area; athletic training program area; chiropractor area; leasable tenant space for physical therapy, orthopedic, and medical imaging practices; and lobby and support spaces. The Center is home to Wilmington College's nationally prominent athletic training program and other sport sciences, and also accommodates training for essentially all of the College's 21 sports teams. Megen served as the construction manager, providing preconstruction and construction services including value engineering during design to meet budget, schedule management, cost control, quality control, coordination with the College and local code jurisdictions. **The project was a pre-engineered metal building.**

Location: Wilmington, OH

Size: 40,500 SF; $7.4M

Timeframe: 03/2018 to 11/2018

Services: Construction Manager At Risk (CMR)

SECTION B:

Similar Experience

KZF Design Similar Experience

Detailed project sheets for KZF Design's similar experience is included on the following pages for the projects listed below:

US Customs Advanced Training Center
Location: Harper's Ferry, WV
Size: 65,000 SF firing range and training center; $11M
Timeframe: 2007
Services: A/E services

US Navy Special Weapons Facility
Location: Crane, IN
Size: 40,000 SF weapons lab facility; $8.7M
Timeframe: 2008
Services: Designer of Record, full A/E services

Big Sandy Penitentiary and Federal Prison Camp
Location: Inez, KY
Size: 677,000 SF federal correctional facility and prison camp; $146M
Timeframe: 2003
Services: Designer of Record, full A/E services

Hazelton Penitentiary and Federal Prison Camp
Location: Hazelton, WV
Size: 650,000 SF correctional facilities; $134M
Timeframe: 2004
Services: A/E services

Wright-Patterson AFB Small Arms Firing Range
Location: WPAFB, OH
Size: 28,556 SF firing range; $6.3M
Timeframe: 2004
Services: A/E services for Design-Build RFP development

Hamilton County Coroner's Office and Crime Lab
Location: Cincinnati, OH
Size: 89,000 SF new laboratory and administrative facility
Timeframe: 2017 to 2019
Services: A/E Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
U.S. Customs Service, Advanced Training Center, Harper's Ferry, WV; USACE Louisville District	PROFESSIONAL SERVICES 2007	CONSTRUCTION (if Applicable) 2007

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
U.S. Customs Service Procurement Division	James Lieberman	(202) 927-0435

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

KZF Design, as part of a Design/Build team, provided architecture and engineering services for the new Advanced Training Center for the U.S. Customs Service. The 104-acre site adjoins the Harper's Ferry, West Virginia National Historic Site. The project location is significant to the mission of this facility, one of the first advanced training centers developed in response to our current national focus on Homeland Security.

The project consists of ten buildings with an emphasis on defensive tactics training and training simulations involving border crossings, airport transfers, a warehouse/hotel building, marine training on a four-acre lake, and a large indoor and outdoor firing range. Additional support buildings for the complex are included.

KZF Design provided architectural and civil, structural and MEP engineering services for the firing ranges and armory as well as structural engineering services for all buildings in the complex.

The firing range is a major focus of the complex and consists of two 25-yard indoor ranges, two 25-yard outdoor ranges, and an additional 100-yard outdoor range. A total of 60 firing lanes are provided with a full range of targetry options available. The range is located at the rear of the site immediately behind the armory building. Unique features include special exhaust systems for the ranges and target systems. The armory contains storage facilities for weapons and ammunition as well as shop facilities.

RELEVANCE TO PROJECT

- **Contract #:** W912QR-04-D-0035-0007
- **Scope:** Design/Build of New Training Center
- **Cost:** $11,000,000 Construction Cost
- **Size and Facility Type:** 65,000 SF Firing Range and Training Center
- **Specialized Experience and Technical Competence:**
  - ✓ Administration/Operations Facility
  - ✓ Anti-Terrorism/Force Protection Experience
  - ✓ Blast Mitigation
  - ✓ CONUS: East Region
  - ✓ Cost: $10M-$20M
  - ✓ Design/Build
  - ✓ Energy & Sustainable Design
  - ✓ Firing Range
  - ✓ Multi-Facility Project
  - ✓ New Construction
  - ✓ Sound Sensitive/Acoustic Design
  - ✓ Size: 50,000-100,000 SF
  - ✓ Storage Facilities
  - ✓ Training Facilities
  - ✓ Use of BIM/CADD
  - ✓ Warehouse Facility
  - ✓ Weapons Storage
  - ✓ Vertical Construction
  - ✓ Cost Estimate via M-CACES/MII
- **Past Performance:**
  - Associated Builders and Contractors, Arkansas Chapter; 2009 Excellence in Construction Award
  - "Excellent" PPQ from Design/Builder

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City And State)	(3) ROLE
A.	KZF Design, Inc.	Cincinnati, OH	Project Management, Architecture, Interior Design, Civil, Structural, Mechanical, Electrical, Plumbing, Construction Administration

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
Special Weapons Facility, Naval Surface Warfare Center Crane, IN; US Navy	PROFESSIONAL SERVICES 2008	CONSTRUCTION (if Applicable) 2008

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
US Navy, Naval Surface Warfare Center; Crane, IN	Tim Curry, Contracting Officer	(812) 854-3537

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

KZF provided full-service Architectural/Engineering services, as part of a Design/Build team, of a new, 30,000 SF lab/office building and partial renovation encompassing and additional 10,000 SF of Building 2521 for the Special Weapons Facility. Force protection and sustainable design were considered when laying out parking and in the design of the actual building. The building included lab space which was designed for more than 15 watts per square inch. This project was the first task order on a Design/Build MACC with NSWC Crane.

The new facility is the only fully-integrated small arms development center in the Department of Defense and provides facilities for rapid execution of current and future tasks for the Warfighter. The facility meets the needs of the Navy, USSOCOM, Army, USMC and DoD Special Forces for force protection, amphibious operations, base security, naval construction battalions, fleet support and training. The Special Weapons Facility enhances the NSWC's ability to develop, test, and develop products for the Fleet and Special Operations Forces. These facilities provide the needed support to complete the full life cycle needs of Small Arms and provide for the training of nearly 400 military personnel each year.

The facility includes:

- SCIF
- SIPRNET Spaces
- Weapons Vault
- Display room
- Conference rooms
- Training spaces
- Office space

Complete SID and CID packages were also prepared for this project.

RELEVANCE TO PROJECT

- **Contract #:** N40083-06-D-4018-0001
- **Scope:** Design/Build of Small Arms Development Center
- **Cost**: $8.7M Construction Value
- **Size and Facility Type:** 40,000 SF Weapons Lab Facility
- **Specialized Experience and Technical Competence**:
  - ✓ Demonstrate experience and expertise for the analysis and design of measures to resist blast effects on buildings and structures.
  - ✓ Prediction of weapon and IED explosive and deflagration effects
  - ✓ Analyze and design new and existing buildings and structures to comply with DoD criteria
  - ✓ Demonstrate experience with developing, designing, and preparing plans, specifications, and estimates for measures to resist aggressor threats using UFC 4-010-01.
  - ✓ Demonstrate experience with surveys and assessments of security, antiterrorism, and protective measures for existing facilities.
  - ✓ Preparation of Construction plans and specifications
- **Past Performance**:
  – "Excellent" PPQ Rating from Client

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City And State)	(3) ROLE
A.	KZF Design, Inc. KZFDESIGN	Cincinnati, OH	Designer of Record - Project Management, Architecture, Civil Engineering, Mechanical Engineering, Electrical Engineering, Interior Design

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
Big Sandy United States Penitentiary and Federal Prison Camp, Inez, KY; Federal Bureau of Prisons	PROFESSIONAL SERVICES 2003	CONSTRUCTION (if Applicable) 2003

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Department of Justice, Federal Bureau of Prisons	Craig Forstater, Project Administrator	2020.514.5942 cforstater@bop.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

In the late 1990's, the Federal Bureau of Prisons embarked on an aggressive design-build program designed to nearly double capacity from 105,000 to 190,000 beds nationwide over the next decade. The Big Sandy U.S. Penitentiary, at Inez in eastern Kentucky, was one of the first contracts awarded under this process.

The $146 million facility is a maximum-security institution with 768 cells and support facilities and 96 special housing cells. In the development of the design, KZF worked to establish a design aesthetic that met the BOP's requirements for a highly functional complex that would be neither opulent nor barbaric. The complex employs simple large scale massing and small scale detailing for an overall visual effect of security, clarity and order.

RELEVANCE TO PROJECT

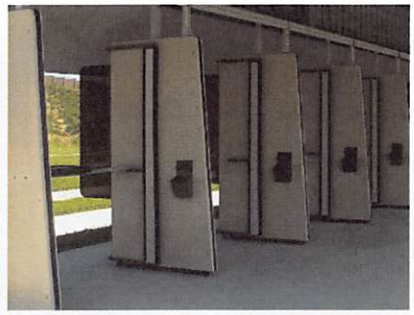
- **Scope:** Design/Build of New Correctional Facility
- **Cost:** $146,000,000
- **Size and Facility Type:** 677,000 SF Federal Correctional Facility and Prison Camp
- **Specialized Experience and Technical Competence:**
  - ✓ Electrical Distribution System design
  - ✓ Work on secure facility
  - ✓ Specialized electrical/security requirements

This facility, which has a total building area of approximately 677,000 SF, is a compound plan consisting of one- and two-story program buildings, a Federal Prison Industries (UNICOR) factory, and three four-story general housing buildings enclosed in a continuous secure corridor surrounding an interior compound. In addition, a 27,000 SF minimum-security work camp with living units and support facilities for 128 inmates is located outside the secure compound, along with a central warehouse, garage maintenance building, and a firing range. The 345-acre mountainous site was extremely challenging. The site had been strip-mined as well as had two levels of room and tunnel deep mining. The site remediation, including mine grouting, was extensive, and the earthwork package was the largest and most complex ever undertaken by the Federal Bureau of Prisons.

The project included a new central energy plant with (4) 500 HP gas/hydronic boilers and (2) 800-ton electric centrifugal chillers, along with a variable speed pumping system and underground piping to the campus of buildings. The campus includes 12.47 kV power distribution systems and service transformers for each individual building, and secondary service to each building. Site Lighting for both penitentiaries includes 30' and 100' lighting poles, and building-mounted metal halide and high-pressure sodium lighting fixtures to meet specific lighting levels required by FBOP.

The prison's medical clinic included treatment rooms, triage rooms, exam rooms, x-ray room, clinical lab, audiology/optometry and dental treatment rooms, psychiatric observation areas, sterilization, physician's and nurses' offices, waiting rooms, medical record storage area with high-density storage, and a pharmacy.

The firing ranges at is a 25-yard outdoor range, comprising 16 total lanes. The firing range included earth berms, overhead baffles, and 1,500 square feet of enclosed space that includes classrooms and control booths.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City And State)	(3) ROLE
A.	KZF Design, Inc.	Cincinnati, OH	Designer of Record

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
United States Penitentiary and Federal Prison Camp, Hazelton, WV; Federal Bureau of Prisons	2004	2004

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Department of Justice, Federal Bureau of Prisons	Clifford Rowe, Chairman PJ Dick, Inc.	412.462.9300 crowe@pjdick.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRAC

In the late 1990's, the Federal Bureau of Prisons embarked on an aggressive design-build program designed to nearly double capacity from 105,000 to 190,000 beds nationwide over the next decade. The Hazelton U.S. Penitentiary, in West Virginia, was constructed as a part of this expansion program.

The $146 million facility is a maximum-security institution with 768 cells and support facilities and 120 additional special housing cells. In the development of the design, KZF worked to establish a design aesthetic that met the client's requirements for a highly functional complex that would be neither opulent nor barbaric. The complex employs simple large scale massing and small scale detailing for an overall visual effect of security, clarity and order.

This facility, which has a total building area of approximately 650,000 SF, is a compound plan consisting of one- and two-story program buildings, a Federal Prison Industries (UNICOR) factory, and six 2-story general housing buildings enclosed in a continuous secure corridor surrounding an interior compound. The entire complex is enclosed by a triple security fence with a taut wire system and six guard towers ring the secure perimeter.

RELEVANCE TO PROJECT

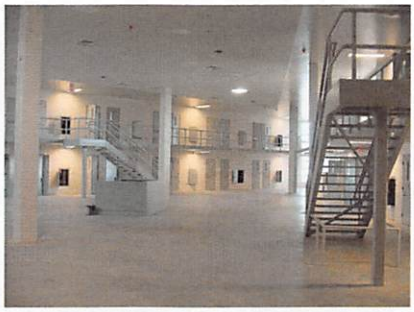
- **Contract #:** JX00C-934
- **Scope:** Design/Build of Correctional Facilities
- **Cost:** $134,000,000
- **Size and Facility Type:** 650,000 SF Correctional Facilities
- **Specialized Experience and Technical Competence:**
  - ✓ Electrical Distribution System design
  - ✓ Work on secure facility
  - ✓ Specialized electrical/security requirements

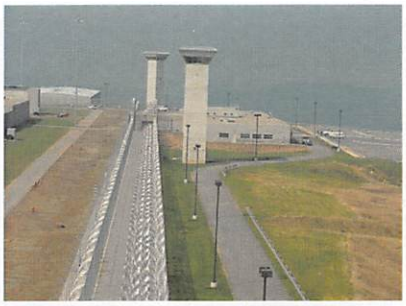
In addition, a 27,000 SF minimum-security work camp with living units and support facilities for 128 inmates is located outside the secure compound, along with a central warehouse, garage maintenance building, and a firing range.

The 996-acre site was topographically challenging. The site had been strip-mined in some areas and required remediation. KZF also provided master planning of the site, allowing for Men's Maximum Security, Minimum Security, and Women's minimum security prison with 35 buildings. KZF Design performed design for 12.47 kV multi-loop distribution for entire site with service transformers, and secondary service distribution to each building.

KZF Design has developed Site Lighting for all three penitentiaries using 30 feet, and 100 feet lighting poles and building mounted metal halide and high-pressure sodium lighting fixtures to meet specific lighting levels required by FBOP.

The firing ranges at is a 25-yard outdoor range, comprising 16 total lanes. The firing range included earth berms, overhead baffles, and 1,500 square feet of enclosed space that includes classrooms and control booths.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City And State)	(3) ROLE
A.	KZF Design, Inc.	Cincinnati, OH	Project Management, Civil Engineer, Mechanical Engineer, Electrical Engineer, Cost Estimator, Construction Administrator

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
Small Arms Firing Range, Wright-Patterson AFB; USACE Louisville District	PROFESSIONAL SERVICES 2004	CONSTRUCTION (if Applicable) 2004

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
USACE Louisville District	Mr. Harrison Fox, PE	harrison.fox@usace.army.mil 502-315-6359

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRAC

KZF Design, as part of a joint venture, provided Architectural and Engineering services necessary to create a Design-Build RFP for a new $6.3 million Fully Contained Small Arms Range at Wright-Patterson Air Force Base.

The project included facilities for a new 2,653 sm indoor Small Arms Range for certification in the use of handguns, shotguns, rifles, and machine guns. The range includes 21 firing line positions for pistols, rifles and shotguns and two special firing line positions for machine guns and safety lanes.

Range support functions include a bullet trap area, shooting booths, weapons maintenance/cleaning room, classrooms, administrative offices, target storage and repair, storage of range supplies/ equipment, an alarmed arms vault, a target carrier system, a target control system, an audio/visual communications system, and a degreasing sink.

The firing range was designed with bulletproof walls, floors and roof construction. The Interior range walls construction used grout filled concrete masonry units and reinforced 3500-psi cast-in-place concrete.

RELEVANCE TO PROJECT

- **Contract #:** DACA27-02-D-0003, Delivery Order 5
- **Scope:** Design/Build RFP Development
- **Cost**: Construction: $6,358,000; Design Fee: $220,381
- **Size and Facility Type:** 28,556 SF Firing Range
- **Specialized Experience and Technical Competence**:
  - ✓ Design/Build RFP Development
  - ✓ Firing Range Design
- **Past Performance**:
  - "Very Good" ACASS Rating

The ceiling of the firing lane area was designed using a ceiling (shield) that could safely deflect a direct hit from a M60 (7.62mm) round. The remainder of the ceiling down range from the Horizontal Safety Ceiling has ceiling baffles used to prevent direct fire into the roof structure, lighting etc. by restricting the rounds to down range travel. Main Range Firing lanes are four (4) feet wide and eighty-two (82) feet long. Machine Gun lanes are six (6) feet wide and eighty-two (82) feet long. The multi-use range is estimated to use over 273,000 rounds a year. The Machine Gun range is estimated to be in use fifteen (15) hours a month and uses an estimated 55,000 rounds a year.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City And State)	(3) ROLE
A.	KZF Design, Inc.	Cincinnati, OH	Project Management, Civil Engineering, Mechanical Engineering, Electrical Engineering, Cost Estimation, Quality Review

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Coroner's Office and Crime Lab, Blue Ash, OH; Hamilton County Commissioners	Ongoing	2019 (estimated)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hamilton County, OH Department of County Facilities	Ralph Linne, Director of County Facilities	513-946-5000 rwl@hamilton-co.org

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

The Hamilton County Coroner & Crime Lab is a nationally accredited, regional center of forensic medicolegal death investigation. HCCL provides death investigation services to Hamilton County in cases of sudden, unexpected, violent, suspicious, or unnatural deaths. The office serves families and other loved ones of decedents, both directly and via interactions with state and local offices and departments, hospitals and care-giving agencies, first responders, law enforcement agencies, funeral directors, attorneys, tissue procurement agencies, and medical schools.

The Hamilton County Coroner and Crime Lab departments, having outgrown their current facility, sought to develop and construct a new, modern crime lab in an easily accessible location, to consolidate operations and enhance the departments' long-term goals.

The new multi-story facility, located in the suburb of Blue Ash, will be approximately 89,000 SF, and have a lower-level parking area. Programmed spaces within the facility include:

- Morgue & Autopsy
- Investigations Unit
- Trace Evidence and Evidence Processing
- Firearms and Tool Marks Lab with Firing Range
- Latent Prints and Cyber Forensics
- Toxicology and Histology
- Serology and DNA
- Controlled Substances
- Administration and Office space
- Shared Interaction and Multi-Purpose Training Space

In addition, the facility will include a receiving area with secure sallyport for transport of remains and evidence, and discreet meeting spaces for families.

PROJECT RELEVANCE

- **Scope:** Design of New Laboratory and Administrative Facility
- **Contract Amount:** $38,383,000 Construction Cost
- **Contract Period of Performance:** 11/2017 - Ongoing
- **Specialized Experience and Technical Competence:**
  - ✓ Institutional and Industrial Systems and Facilities
  - ✓ Laboratories, Research Facilities
  - ✓ Civil and Building Structures
  - ✓ Foundations, Pavements, Site Development
  - ✓ HVAC, Plumbing
  - ✓ Fire Protection
  - ✓ Domestic Water
  - ✓ Chilled Water
  - ✓ Cooling Tower Water
  - ✓ Process Equipment and Piping
  - ✓ Electrical Power Distribution
  - ✓ Controls
  - ✓ Lighting
  - ✓ Fire and Smoke Detection
  - ✓ Life Safety
  - ✓ Access Controls
  - ✓ Lightning Protection and Grounding
- **Past Performance:** Project Ongoing

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	KZF Design, Inc. (DUNS 050661388)	Cincinnati, OH	Project Management, Architecture, Civil, Structural, Mechanical, Electrical, and Plumbing Engineering, Interior Design

SECTION B:

Similar Experience

Megen Construction and KZF Design have a long history of working together, beginning with a renovation of existing office space for Choice Care (Humana) in Cincinnati, Ohio in 1995. Through the years, the Megen/KZF team has continued to work on a variety of projects and our relationship continued into the government sector, as we worked together as a design-bid-build team on three projects for Wright-Patterson AFB. Over the last ten years, the Megen/KZF design-build team has completed five design-build projects for the U.S. Army Corps of Engineers, which received Outstanding and Above Average evaluations, and worked together on two City of Cincinnati projects. Please see the chart below for a closer look at our historical experience together:

	PROJECT VALUE	COMPLETION DATE	DELIVERY METHOD	MEGEN	KZFDESIGN
City of Cincinnati Valley View Salt Dome and Conveyor	$1.2M	2018	Design-Build	✔	✔
City of Cincinnati Hirsch Recreation Center Renovation	$3.1M	2018	Design and Estimating	✔	✔
Ohio University Hwa Wei Lee Roof Replacement	$320K	2017	Design and Estimating	✔	✔
The Ohio State University Seigfred Hall Renovation, MEP Upgrades	$9.5M	2017	Design and Estimating	✔	✔
Ohio Department of Natural Resources State Park Cabins Renovations, Southern Region	$7M	2016	Design-Build	✔	✔
Ohio Department of Transportation Adams, Brown and Ross Counties, OH Full Service Maintenance Facilities	$22.2M	2015	Design and Estimating	✔	✔
City of Monroe Urban Center Exterior Renovation and Restoration	$800K	2015	Design-Bid-Build	✔	✔
General Electric (GE) Building 700 Façade Renovation	$4.8M	2014	Design and Estimating	✔	✔
Ohio Department of Transportation Highland County Full Service Maintenance Facility	$6.5M	2014	Design and Estimating	✔	✔
The Ohio State University Hale Hall Renovation	$2.3M	2014	Design and Estimating	✔	✔
Ohio Dept of Administrative Services Assessment for Property & Facilities Buildings	Various	2013	Design and Estimating	✔	✔
U.S. Army Corps of Engineers, Huntsville Ft. Bliss Indoor Aquatics Center	$13.8M	2013	Design-Build	✔	✔
Miami University Summer 2013 Residence Hall Renovations	$4M	2013	Design and Estimating	✔	✔
The Ohio State University Morehouse Pavilion Roof Replacement	$1.3M	2013	Design and Estimating	✔	✔
U.S. Army Corps of Engineers, Louisville Cincinnati Riverfront Walnut Street Event Lawn	$5M	2012	Design-Bid-Build	✔	✔
U.S. Army Corps of Engineers, Huntsville Ft. Bliss Child Development Centers #2 & #3	$20.7M	2012	Design-Build	✔	✔
U.S. Army Corps of Engineers, Savannah Ft. Stewart Physical Fitness Facility	$17M	2011	Design-Build	✔	✔
U.S. Army Corps of Engineers, Huntsville Ft. Bliss Child Development Center #1	$8M	2010	Design-Build	✔	✔
Northern Kentucky University Exterior Renovations, Residential Housing Units	$1.8M	2010	Design and Estimating	✔	✔
Wright-Patterson Air Force Base DMATS Bldg 11457 Renovation	$1.4M	2008	Design-Bid-Build	✔	✔
Wright-Patterson Air Force Base Building 7 Renovation	$3M	2008	Design-Bid-Build	✔	✔
Humana of Ohio, Cincinnati Office Office Renovation	$1.3M	2001	Design-Bid-Build	✔	✔
YWCA of Cincinnati Renovation	$3.6M	2000	Design-Bid-Build	✔	✔
TOTAL	$138M - 23 Projects			MEGEN in association with KZFDESIGN	

SECTION C:

References

Megen Construction References:

City of Sharonville
Jim Downton, Executive Director
jdownton@cityofsharonville.com
(513) 326-6463

Project: Sharonville Convention Center Expansion and Renovation
Megen served as construction manager for a 58,658 SF renovation and 76,760 SF addition of the Sharonville Convention Center, designed and built to accommodate larger events. The expansion included a 20,000 SF exhibition hall, meeting rooms, offices, an outdoor veranda and new main entry. The renovation included a ballroom, meeting rooms, kitchen and new technology. The parking lot was also expanded to accommodate 1,000 vehicles. The project was completed in 2012, on schedule and under budget. Currently, Megen is construction manager for an exhibit hall expansion at the convention center.

City of Cincinnati
Spence Payne, Facility Management
spence.payne@cincinnati-oh.gov
(513) 352-6398

Project: Valleyview Salt Dome Replacement
Megen-KZF was the design-build team for the replacement of the tensile fabric on the Valley View Salt Dome and installation of a larger 24" salt conveyor with a new hopper system in a pit with a pit shed for unloading the salt from semi-trucks into the salt dome.

City of Cincinnati
Marc Von Allmen, Senior Analyst
marc.vonallmen@cincinnati-oh.gov
(513) 352-4549

Project: King Records Building Stabilization
Megen was the general contractor for the stabilization of the 18,000 SF former King Records complex in Evanston, a historic landmark in the City of Cincinnati. Work included abatement/demolition of the existing roof structure, replacement of all roof joists and sheathing, installation of new TPO roof and gutter; and painting exterior gutters.

City of Cincinnati
Dave Hartinger
dave.hartinger@cincinnati-oh.gov
(513) 352-3490

Project: Vacant Buildings Barricading
Megen is the general contractor for a vacant buildings barricading contract, which involves barricading openings within 10'x6' as directed by the City of Cincinnati. Megen is on call for the City of Cincinnati 24/7 to barricade any building within the city limits due fire, eviction, vehicle accident, etc. For all calls, we are on site within an hour.

SECTION C:

References

KZF Design References:

Cincinnati Recreation Commission
Joe Schwind
joe.schwind@cincinnati-oh.gov
(513) 352-6392

Project: Hirsch Recreation Center
KZF Design provided A/E services for the renovation of the existing upper and lower floors of the building as well as an approximate 6,700 GSF addition. The addition consists of a new entrance, lobby, fitness room, multipurpose space and new egress stairs and a new hydraulic elevator in the lobby for accessibility to the lower and upper levels of the building. Site improvements include an expanded parking lot with accessible routes and handicap parking, dumpster and enclosure as well as new storm detention systems.

Hamilton County Department of County Facilities
Ralph Linne, Director of County Facilities
rwl@hamilton-co.org
(513) 946-5000

Project: Hamilton County Crime Lab
KZF provided A/E services for a new, 89,000 SF coroner's office and crime laboratory facility. The new facility, which will be located in the suburb of Blue Ash, will have three stories and a lower-level parking area. The design process included workshops and charrettes with the Coroner's staff and end users to determine functional adjacencies and efficient layout of spaces.

Cincinnati Park Board
David Prather, RA, Project Manager
(513) 368-0995

Project: Smale Riverfront Park
KZF provided master planning, architectural, civil, structural, mechanical, plumbing, and electrical engineering, street lighting and utilities services to the Cincinnati Park Board and USACE on a multi-phased riverfront park. Amenities include visitor's center, bike house, play areas, event lawn, enclosed carousel, banquet center, and restaurants. Infrastructure includes accommodation for two electrical transformers and switchgear with 20 wells, a 100-ton open loop geothermal system, water, sanitary and storm water utilities and infrastructure piping supporting three interactive water features.

Deerfield Township
Eric Reiners, Township Administrator
erein@deerfieldtwp.com
(513) 701-6974

Project: Deerfield Township Fire Stations and Civil Facilities
KZF provided site investigation, concept layouts, preliminary programming, cost estimating, criteria architecture services, and full design services to assist Deerfield Township in completing multiple facilities intended to increase the Township's service levels, provide enhanced public amenities and establish an anchor for future development of a major civic administration and parks development. Facilities include: new township administration/sheriff's office; open-air community pavilion building; service building; and two fire stations.

SECTION D:

Proposed Solutions

The City of Cincinnati is seeking market information, feasibility, costs, models, and proposed options for reducing the noise at the City of Cincinnati Police Department's target range located in Evendale, Ohio. The purpose of this evaluation is to provide the City with proposed options of varying magnitude and economies to help reduce the noise at the Police Target Range.

Prior to investigating any of the options outlined below, we propose to have an acoustician set up markers on the site and take various readings. A detailed analysis/survey would need to occur during a live fire session to accurately document the sound travel. From that data, a report will be provided with further considerations/improvements on the options outlined below. A proposed noise reduction consulting proposal by Threshold Acoustics follows the four options in this section.

It is our understanding that the target range already has, but is potentially non-functional, an elaborate lead recovery system that includes the appropriate fans and buckets. Some of the options listed below will require this system to be fully operational.

The options below are not intended to be standalone solutions, but rather offer a variety of proposed solutions that could be used in conjunction with one another if deemed appropriate.

Option A – Concrete Wall

Option A proposes to increase the limits of the concrete barrier that provides partial separation on the west side of the target range. Option A1 would be to extend the concrete barrier along the west side of the target range. Option A2 includes a concrete wall along the south. The areas to the west and south are those most populated by the public. The new wall could be constructed of poured-in-place concrete, like the existing walls, or a precast concrete wall may also be a viable solution. The new wall(s) should be of similar height (30-35 feet) to the existing adjacent walls. This recommendation does not take into effect any noise travel that would reflect toward the sky and find its way to the surrounding neighborhoods.

Option B – Tree Line

Option B proposes a more organic solution, creating zones of dense coniferous trees along the open perimeter of the target range. This option uses trees of various shapes and sizes in a staggered pattern to help mitigate any noise that travels away from the gun location. The plantings are grouped in three zones, allowing for flexibility when evaluating the best solution for noise reduction on the site.

Option C – Partial Shelter

Option C proposes a three-sided pre-engineered metal structure to reduce the noise disturbance and provide protection against mild weather elements, while reducing some of the noise travel. Baffles will be added at the ceiling of the structure, and the walls are to be insulated. Baffles and insulation will be exposed to the weather and need to be exterior rated. This solution may require some minimal lighting in the shed structure. This solution also may also require a change in operations. The intent would be for the trainee to stand under the shed structure, and not have to move back/forth to stand at appropriate distances from the target. Multiple, movable targets would be implored to practice firing at the proper distances.

SECTION D:

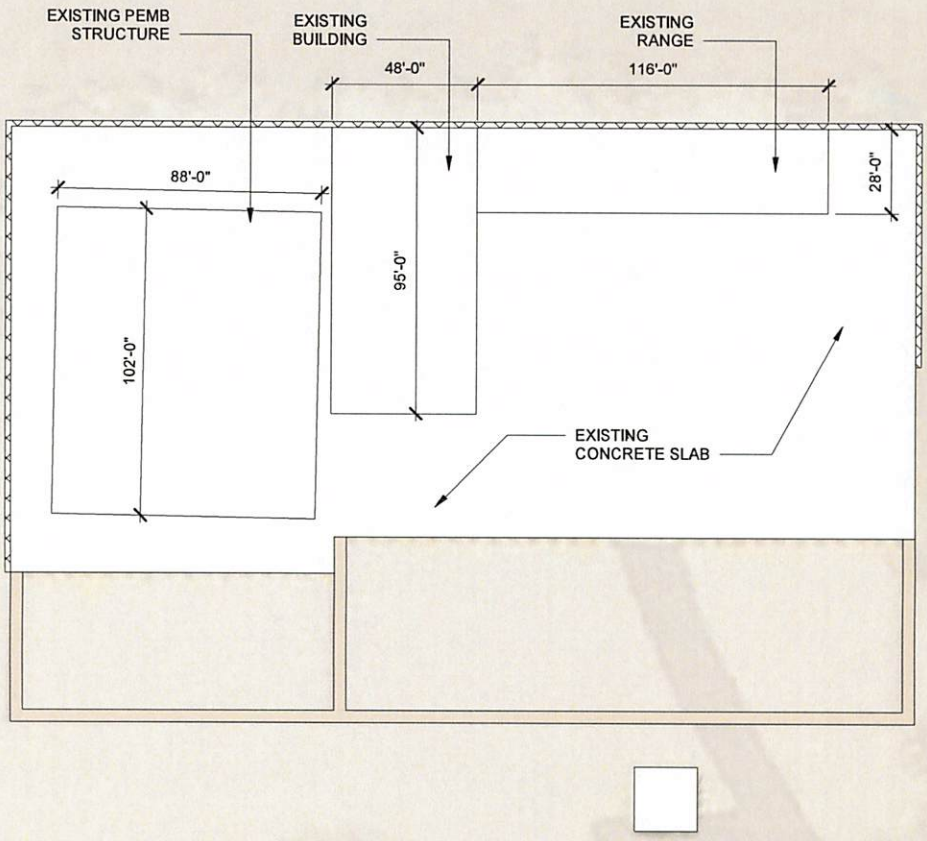
Proposed Solutions

Option D – Full Shelter

Option D proposes to build a fully enclosed pre-engineered metal building providing noise reduction and protection against weather elements. Option D1 is designed to use the existing concrete walls on the north and east side of the target range for the structure. A pre-engineered metal building will be supported off the north wall at a high point, with a slope to a low point along the south edge of the range. Baffles will be added to the ceiling of the structure and insulated wall panels will complete the enclosure. It is planned not to provide a fire suppression system, but a fire alarm system is to be included. The fully enclosed building will also need to have power, lighting, ventilation, and cooling. This option will also require an operational lead recovery system.

Option D2 addresses the existing pre-engineered metal structure on site. At this location, it is intended to utilize the existing structure and roof, but add insulated wall panels on the west, south, and east sides to mitigate the noise. The north end houses the firing targets along the existing concrete wall. By enclosing this structure, it is also planned to provide a fire alarm, power, lighting, ventilation, cooling and lead recovery system.

Option D3 proposes an extension of the existing pre-engineered metal structure, again with insulated wall panels on the west, south, and east sides. The new roof should match the existing, and also have sound baffles on the ceiling.

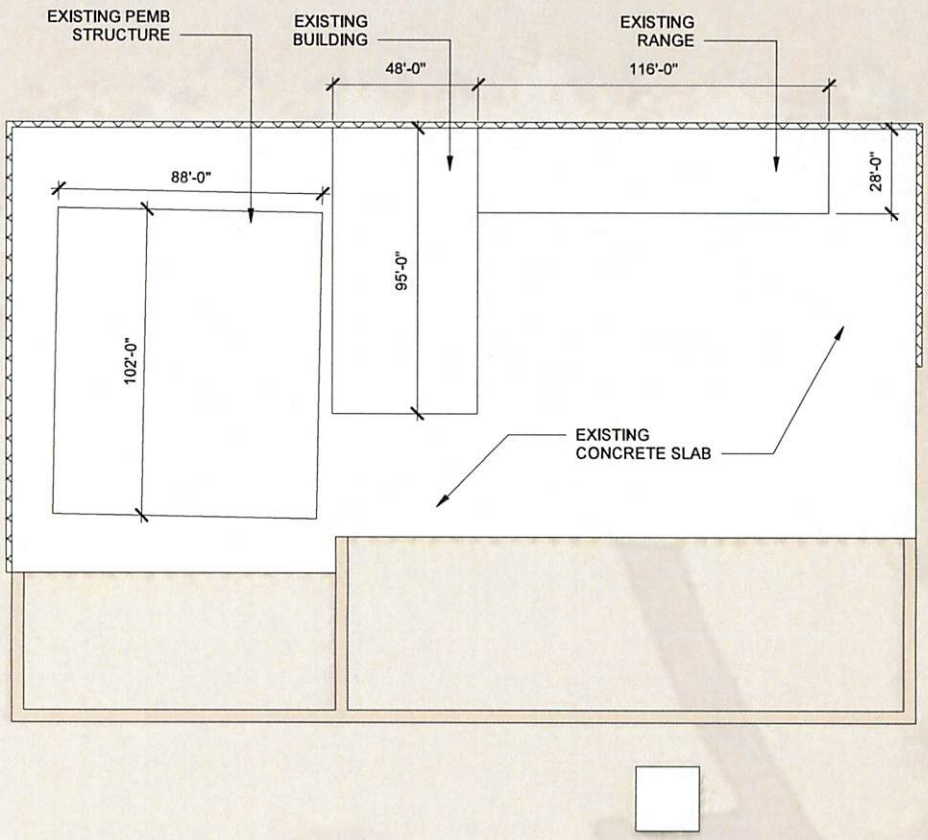


PLAN
CPD TARGET RANGE

A-101	0001.00	02.20.20

1 / A-101 **PLAN**
1" = 40'-0"

KZF DESIGN

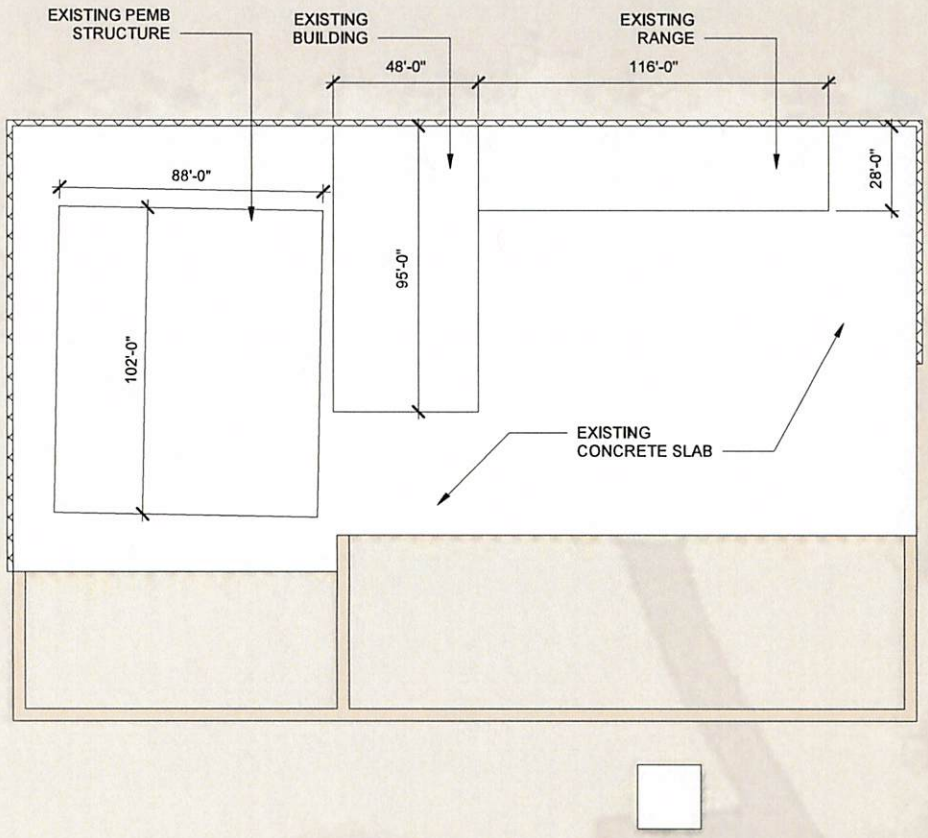


PLAN
CPD TARGET RANGE

A-101	0001.00	02.20.20

1 / A-101 **PLAN**
1" = 40'-0"

KZF DESIGN



PLAN
CPD TARGET RANGE

A-101	0001.00	02.20.20

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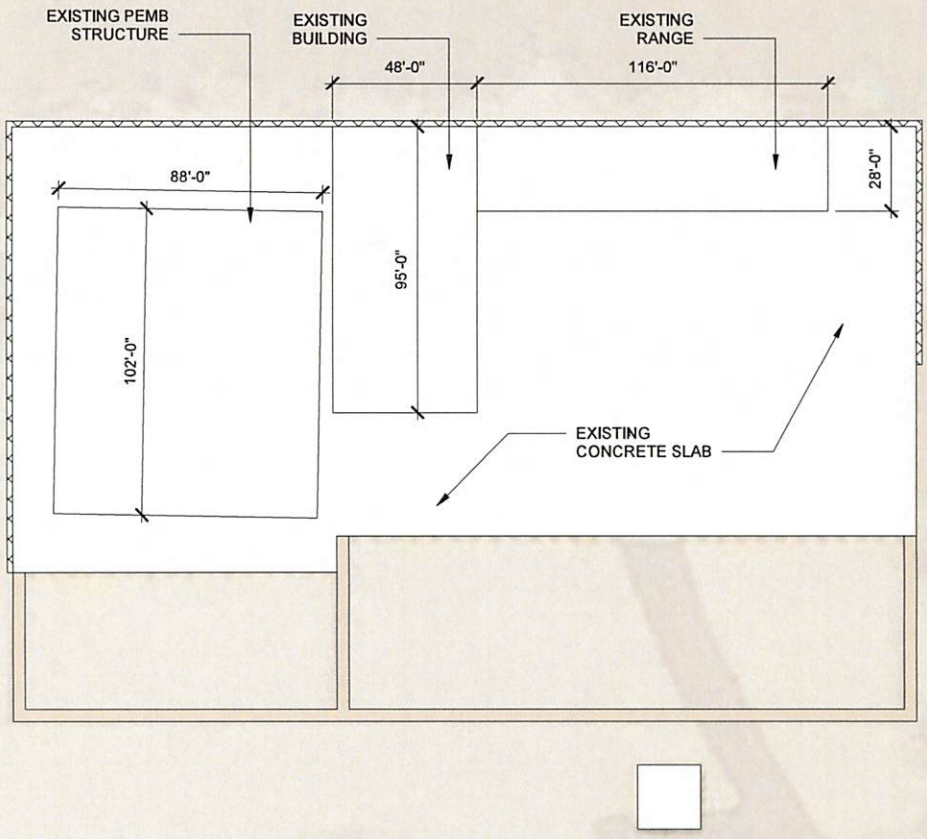
PLAN
1" = 40'-0"

KZF DESIGN



PLAN
CPD TARGET RANGE

A-101	0001.00	02.20.20

1
A-101

PLAN
1" = 40'-0"

KZF DESIGN

threshold

19 February 2020

Douglas L. Marsh
Senior Vice President
KZF Design
700 Broadway St.
Cincinnati, Ohio 45202
doug.marsh@kzf.com

RE: Noise Reduction Consulting Proposal
Noise Reduction at Cincinnati Police Department Target Range

Dear Doug:

Thanks for your interest in our services. We have appreciated the opportunity to work with you on our most recent project at University of Cincinnati, and value our relationships in the community with on-going work at the Cincinnati Contemporary Arts Center and the completion of recent work for Christ Church Cathedral in the process of their procurement of a new pipe organ.

Our prior work for firearms facilities cannot be directly publicized because of sensitivity to the issues that surround these facilities with respect to their neighbors, but we have included examples of the issues we have addressed elsewhere as evidence of our experience with this work. We have worked on indoor training facilities on the rooftops of buildings in Chicago, outdoor facilities with residential neighbors, and indoor ranges associated with sporting goods retailers that operate ranges within retail facilities. We have also worked extensively with outdoor venues for concerts and racing to limit their noise impact to their neighbors.

Our proposal focuses most heavily on the assessment and recommendations phase of the project, with enough detail to allow for budgetary pricing supported by design and engineering recommendations provided by others. Services supporting the execution of the recommendations through a building project would be provided as a future phase of work under a separate contract.

Similar Services

We have provided services of this nature most recently for a firing range in Illinois considering two independent sites. The cities where the sites are located are confidential. The range is of similar size, though the project itself is larger, with the intent to create an attached structure to support associated activities. The timeframe of the studies for each site varied between 2 and 4 months. The fees supporting each of the studies mirror the structure of services offered in this proposal. The architect with whom we are contracted can provide a reference for our services, though they will not be able to divulge the client or the location.

Reference: Philip Castillo, FAIA
Executive Vice President
JAHN
33 E. Wacker Drive, Suite 300
Chicago, Illinois 60601
312.427.7300

threshold

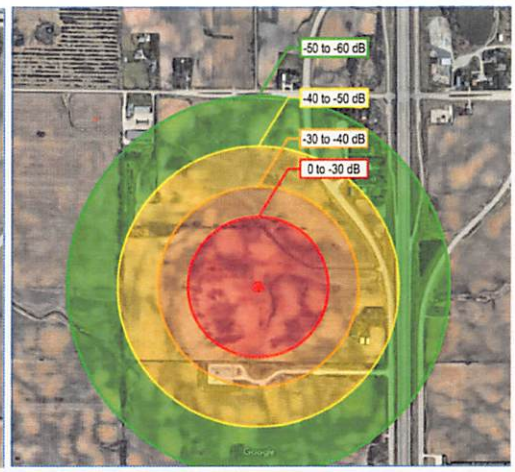
Additionally, we worked with the College of DuPage Homeland Security Education Center, where true-to-life simulation of terrorist activities, or active shooter drills were undertaken within an educational environment.

Reference: Bruce Schmiedl
Director of Facilities Planning and Development
College of DuPage
425 Fawell Blvd.
Glen Ellyn, Illinois 60137
630.942.2672
schmiedlb@cod.edu

Scope of Services

We propose the following scope of services:

- Visit the site to conduct measurements of the existing noise generated from normal use. Measurements will include:
  - Measurements taken near the firing lanes
  - Measurements taken near the property lines
  - (Optional) Measurements taken at receiving properties
- Measurement results will include:
  - The existing background noise not related to the activities at the target range.
  - The existing noise level generated from target range activities, reported as peak, max, and based on whether the measurement is in the direction of fire or off-axis.
  - Documentation of the firearm types used for the measurements and local ambient conditions (temperature, humidity, and wind direction and speed)
  - Report measurement results in a clearly understandable manner, informed by the applicable ordinance. Sample diagrams are provided below.



- Construct a mathematical model for calculation of the noise levels from activity on the range given the introduction of mitigation measures. The proposals and analysis will yield predictive diagrams as needed based on the measures implemented. Mitigation measures could include:
  - Changes to the topography of the range
  - Increased construction around the firing lanes
  - Berms constructed to obstruct the path to the neighboring property
  - Enclosure of the entire facility
- Assess the effectiveness of suitable options for mitigation and offer a recommendations relative to effectiveness. A sample is provided below:

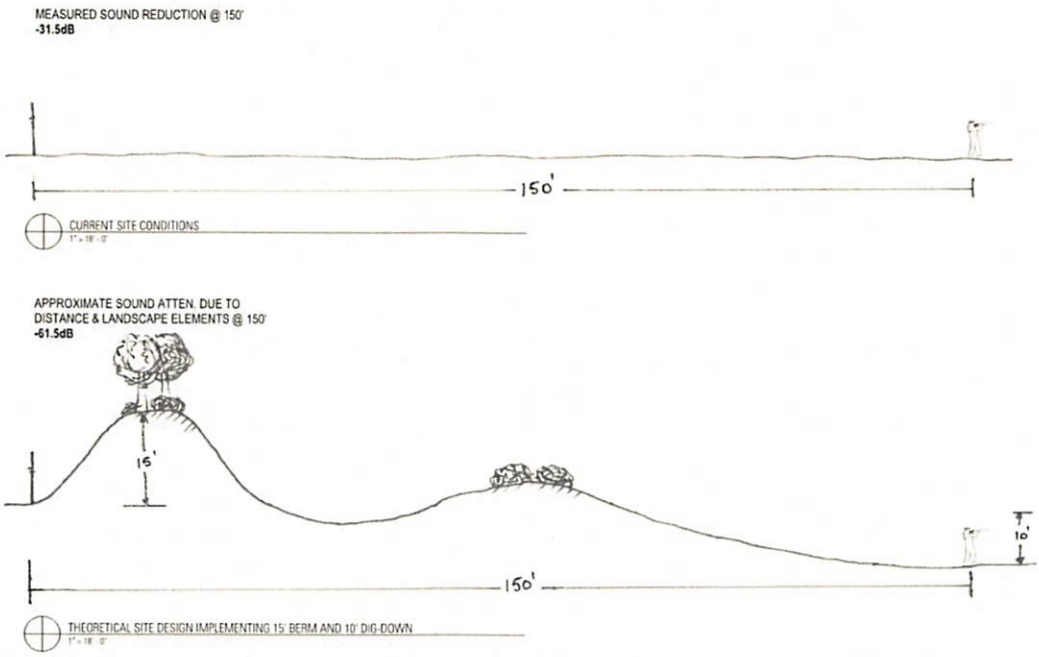


Figure 4: Theoretical Site Shaping Strategies

- Work with the design team to create conceptual diagrams that establish scope of construction to allow for construction cost estimates.
- Deliver a report of the measurements, modeling, and conceptual design report created with the design team.
- Participate in a presentation of the proposed options and discuss questions related to the options presented.
- Incorporate any final adjustments from the discussion during the final presentation for the final report.
- Conduct the entire above Scope of Work over a three-month period.
- Participation in public meetings to discuss the findings can be provide as an additional service.Fees

Our fee for the proposed scope of work will be $22,000. Customary reimbursable expenses including travel, premiums for insurance over and above our current limits, expedited delivery, rental of specialized testing equipment, construction of physical

models and mock-ups for acoustic testing, plotting and reproduction, and any project-related taxes or fees will be billed in addition to the fee at 110% of cost.

Additional Services

Services beyond those identified in the Scope of Services may be added for additional fee. The following are examples of Additional Services:

- Meetings and site visits in excess of those enumerated in the Scope of Services.
- Extension of the project schedule beyond June of 2020.
- Presentations at public meetings

Additional services may be provided on a negotiated fixed fee basis or may be provided at the following hourly rates (subject to reasonable annual escalation):

Partners	$250.
Principal Consultants	$200.
Senior Consultants	$175.
Consultants	$125-150.
Technical Staff	$100-125.

threshold

Cincinnati Police Department Target Range

Approval

19 February 2020

By signing below KZF Design ("The Client") agrees to retain Threshold Acoustics LLC ("The Consultant") and the Consultant agrees to provide consulting services for the Cincinnati Police Department Target Range as described in this proposal. This proposal in its entirety, including the attached Terms & Conditions ("Exhibit A"), forms the complete Agreement between the Client and Consultant.

CLIENT:		CONSULTANT:	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Organization:	KZF Design 700 Broadway St. Cincinnati, Ohio 45202	Organization:	Threshold Acoustics LLC 141 W. Jackson Boulevard, Suite 2080 Chicago, Illinois 60604

Our work will proceed after we receive your signed approval. We will countersign the approved proposal and return a fully executed copy for your records.

* * * * *

We appreciate the opportunity to contribute to this project for the benefit of the officers' training and for the improvements to the neighborhood. Let us know if there is additional material you require for the pursuit.

Best regards,

Scott D. Pfeiffer, FASA
Partner

threshold

Cincinnati Police Department Target Range

Exhibit 'A': Terms and Conditions

19 February 2020

1. Services

Consultant shall devote such amount of time as shall reasonably be necessary to perform the Services under this Agreement. Consultant shall perform such Services with the degree of skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of like Services.

2. Invoicing/Payment

Consultant, if applicable, shall submit invoices to Client for its Services and Reimbursable Expenses from time to time. All invoice amounts shall be due within thirty (30) days after the date of the invoice. All late payments hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due until paid. Any fees incurred by the Consultant in the collection of delayed payments will be considered any additional reimbursable expense and are due under the terms of this contract.

3. Termination or Suspension

This contract is considered to be in effect from the time that the Consultant begins work until the contract is ended by completion of work or termination. The Consultant is not responsible for any damages or claims due to suspension or termination of this contract:

(a) Either party may terminate this contract for any or no reason with a prior notice of seven days. If the Client is subject to a master agreement that is terminated, the Client will notify the Consultant within 1 business day. Payments will be due to the Consultant for services rendered up to the time of the notification of termination.

(b) The Client may suspend this agreement with a prior notice of seven days. For the suspension to be valid (i.e. the contract is resumed under the original terms upon restart) it is required that all project design and/or construction activity is also suspended. Events commonly considered force majeure will result in immediate suspension. Payments will be due to the Consultant for services rendered up to the time of the notification of suspension.

(c) The Consultant may suspend this agreement with a prior notice of seven days due to non-payment by the Client more than 90 days past the original issue day of any invoice. Payments will be due to the Consultant for services rendered up to the time of the notification of suspension.

(d) The contract will terminate naturally when the Consultant has completed the scope of services and has issued the final invoice for the project. There is no expressed or implied warranty period.

4. Force Majeure

Consultant shall not be liable for any default or delay in the performance of its obligations under this agreement which is caused by fire, flood, earthquake, elements of nature or acts of God, riots, war, terrorism, civil disorders, or any other similar cause beyond the reasonable control of Consultant.

5. No Joint Venture; Independent Contractor

The parties hereto intend by this Agreement solely to effect the appointment of Consultant as an independent contractor. No other relationship is intended to be created between the parties hereto. Nothing in this Agreement shall be construed as giving any party any rights in or ownership of the other party.

6. Intellectual Property

All software, documentation, stage designs, drawings, building and room designs or any other acoustical designs or documentation and other products and inventions, as well as papers, records and other materials prepared or produced by Consultant under this Agreement (collectively, the "Developments") shall be considered the exclusive and sole property of Consultant. Notwithstanding the foregoing, Consultant hereby grants to Client an irrevocable, paid-up, royalty-free, worldwide, license to use any such Developments for this project only, free and clear of any liens, claims or other encumbrances.

7. Disclaimer/Limitation of Liability

(a) Except as otherwise expressly provided in this agreement, consultant disclaims any and all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose and warranties of non-infringement. neither party shall have liability to the other for any special, consequential, exemplary, incidental or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use) arising out of or in connection herewith, even if advised of the possibility thereof. Neither party shall bring any claim arising hereunder more than twelve (12) months after such claim accrues. In any event consultant's liability to client shall not exceed the fees paid to consultant by client under this agreement.

(b) Client acknowledges and understands that: (1) company is not licensed as an architectural firm in Illinois or any other state; and (2) company is only providing consulting services with respect to improving sound and acoustical quality. Company does not in any way warrant or represent any of company's advice, designs, work or other services comply with any architectural building requirements, codes, laws or otherwise, and company hereby disclaims any and all warranties or representations with respect thereto. Client waives any and all claims against company relating to architectural design or otherwise including, without limitation, professional negligence.

8. Indemnification

Client shall indemnify, defend and hold harmless Consultant from any and all claims, damages and/or losses (including attorneys' fees) arising from or in connection with Client's breach of any term, representation or covenant contained in this Agreement.

9. Prevailing Parties

In the event of a dispute or controversy pertaining to any subject matter of this Agreement, the prevailing party shall be entitled to recover all costs of enforcement or collection including, without limitation, reasonable attorneys' fees and costs.

10. Dispute Resolution

(a) In the event of a dispute or controversy pertaining to any subject matter of this Agreement, the prevailing party shall be entitled to recover all costs of enforcement or collection including, without limitation, reasonable attorneys' fees and costs.

(b) The Client agrees to bring any claims against the Consultant corporate entity, not any individual owners or employees of the Consultant firm

(c) In the event of a dispute between the Consultant and the Client and/or other involved parties regarding this Project, the process of mediation will be undertaken to resolve such disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Demands for mediation initiated by the Consultant or the Client will be made within one calendar year of the termination, if terminated, or the substantial completion of the Project. The dispute resolution will occur in the general vicinity of the Project or, alternatively, another location if mutually agreed upon by all involved parties.

11. Miscellaneous

(a) This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. No waiver of any provisions shall be valid unless in writing and signed by the waiving party.

(b) If any provisions of this Agreement (or portions thereof) shall, for any reason, be invalid or unenforceable, such provisions (or portions thereof) shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining provisions of this Agreement (or portions thereof) shall nevertheless be valid, enforceable and of full force and effect.

(c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

(d) The Client may assign a third party to act as their representative in managing this project. Any directive from the Client's representative will be considered a directive from the Client.

(e) The Consultant will include the Client in any communication with other members of the design team or ownership/end user organizations. The Client will not restrict communication between the Consultant and any member of the design team or ownership/end user organizations.

(f) The Client is responsible for ensuring that the Consultant's recommendations are disseminated and reviewed by other members of the design team who are under contract to the Client. The Consultant is not responsible for any redesign efforts or reduction in quality of the project due to a lack of timely review of acoustics or AV recommendations by others on the design team.

(g) The Consultant will rely on the accuracy of any information provided by the Client or by other professionals employed by the Client, and will not conduct any quality control review of this information.

(h) The Consultant will not be restricted from publicizing their role in the project except where limited by mutually-signed written confidentiality agreements. The Consultant will credit the Client when publicizing their work.

* * * * *

SECTION E:

Estimated Cost

The following budgetary cost estimates are based upon the provided preliminary design information. Existing site/soil conditions are assumed to provide bearing for standard foundation systems. Alternative wall systems such as precast construction may reduce costs. Wall insulation material exposed to weather will be similar to a Tectum Acoustic Panel product. Lead recovery system and baffles by Owner.

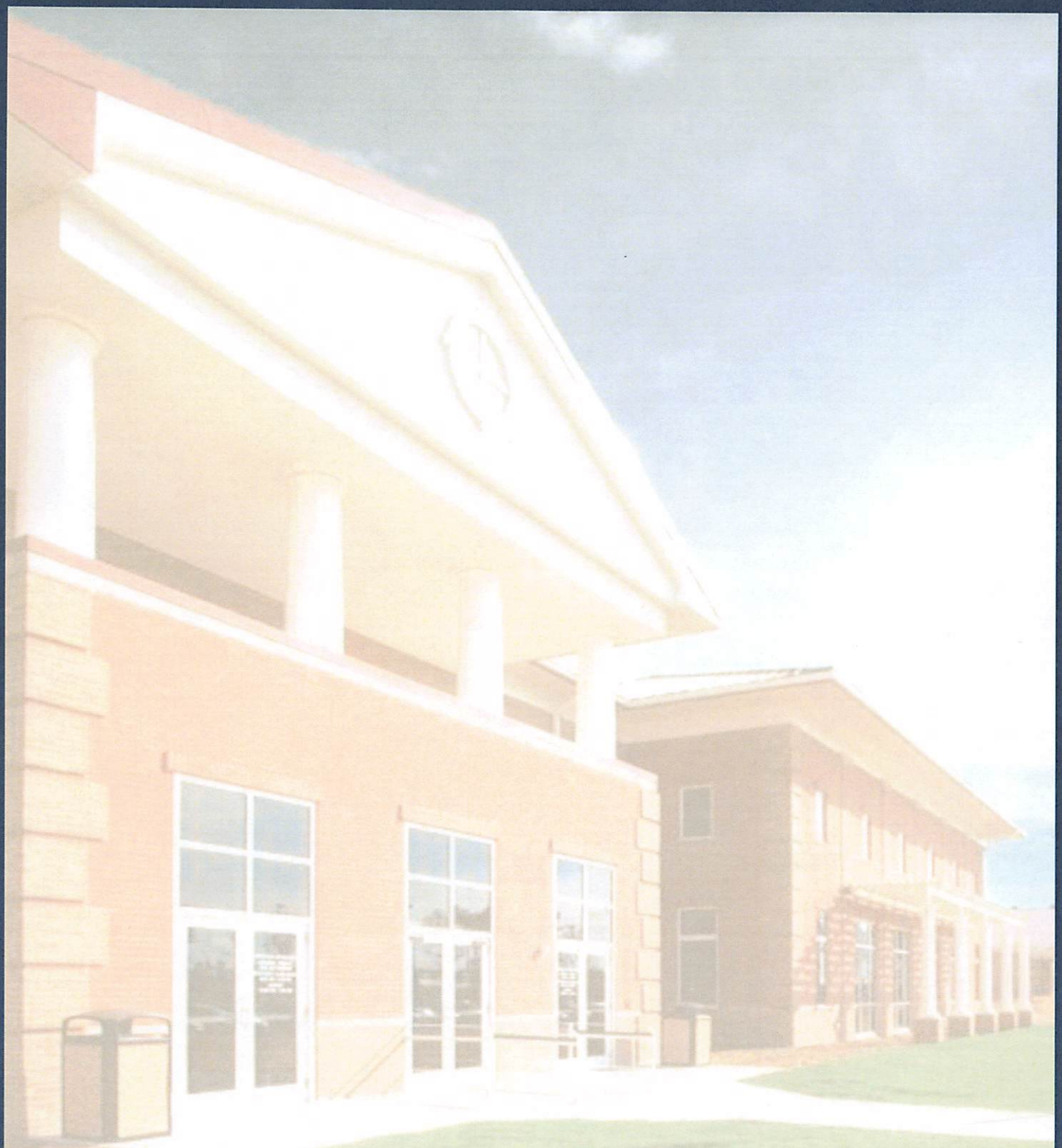
CPD TARGET RANGE NOISE REDUCTION Preliminary Estimate of Budgetary Costs for Options:	
OPTION	**ESTIMATED COST**
Option A1 (cast-in-place reinforced concrete wall system)	$450,000 to $550,000
Option A2 (cast-in-place reinforced concrete wall system)	$1,100,000 to $1,320,000
Option B1	$25,000 to $30,000
Option B2	$45,000 to $55,000
Option B3	$28,000 to $35,000
Option C	$810,000 to $975,000
Option D1	$2,270,000 to $2,715,000
Option D2	$800,000 to $960,000
Option D3	$975,000 to $1,170,000

SECTION F:

Estimated Timeline

The following conceptual project timelines are based upon the provided preliminary design information. The timelines assume design and construction time schedule only. Procurement timelines must be factored into the schedules.

CPD TARGET RANGE NOISE REDUCTION Estimated Timeline for Options:	
OPTION	**ESTIMATED TIMELINE**
Option A1	6 to 8 months
Option A2	8 to 10 months
Option B1	4 to 6 months
Option B2	5 to 7 months
Option B3	4 to 6 months
Option C	12 to 15 months
Option D1	14 to 16 months
Option D2	10 to 12 months
Option D3	10 to 12 months



Megen Construction Company, Inc.
In association with **KZF Design, Inc.**
POC: Tim Sharp, Vice President
11130 Ashburn Road, Cincinnati, OH 45240
Phone: 513.742.9191; Fax: 513.742.9393
Email: tsharp@megenconstruction.com
www.megenconstruction.com

In association with
MEGEN KZFDESIGN

city of CINCINNATI
Interdepartment Correspondence Sheet

September 2, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager PBM 202001174

Subject: Feasibility and Cost of Purchasing Land and Building a New Regional Shooting Range Structure in Hamilton County

---

REFERENCE DOCUMENT #202000499

On April 29, 2020, the Law and Public Safety Committee referred the following for a report:

> MOTION, submitted by Vice Mayor Smitherman, WE MOVE the City Administration prepare and provide a report to City Council on the total cost of purchasing land and building a new regional shooting range structure in Hamilton County. Also include in the report the cost of using/renting another shooting range while the new range is built.

COST OF PURCHASING LAND AND BUILDING A NEW REGIONAL SHOOTING RANGE STRUCTURE IN HAMILTON COUNTY

On December 9, 2019, the Administration provided a report to Council, Document #201901806, that summarized present use, spatial needs, and estimated costs of relocating the Cincinnati Police (CPD) Target Range, currently in Lincoln Heights. As detailed within the report, estimates for the construction of a similar outdoor target range would be $4.6M and an indoor facility, that would not include a long-distance sniper target range, would cost approximately $9.7M. These estimates do not include the cost of land and overall site development. Also, a dog training course will not be feasible at a new facility with less acreage than the current range in Lincoln Heights. Although the City has yet to identify alternative sites for relocation, private partners are also assessing sites for consideration; however, based off initial land assessments, a new outdoor target range may only be feasible well outside of the I-275 loop.

On January 27, 2020, the Administration released a Request for Information (RFI) on the feasibility to reduce noise at the facility. Of 627 general construction and acoustics companies notified, only one (1) formal response was received. The response, as provided by Megen Construction, included nine (9) options for consideration and were attached in a report to council on March 3, 2020, Document #202000347. In summary, the nine (9) options ranged from $450,000 to extend concrete barriers to $2,270,000 for a fully enclosed pre-engineered metal building.

USING/RENTING ANOTHER SHOOTING RANGE

In response to Motion 202000499, the following target ranges were contacted: Shoot Point Blank, Target World, Butler Tech, Hamilton County Sheriff's Office, and Ready Line. Although range time rental costs varied from annual, monthly, to hourly rates between $250 a year per person to $60 a month per person to $25 an hour per person, each range contacted indicated that they could not rent to CPD the amount of range time needed for CPD's required training hours nor would the

ranges be willing to lease their entire facility to CPD. A complete listing of required training hours is detailed in Document #201901806 (attached).

In addition to limited facility access, ranges open to the public come with officer and equipment safety concerns. Public ranges cannot guarantee that the same level of firearm discipline is exercised across the various weapon skill levels of their clientele; therefore, officers would be subjected to uncertain conditions by public users. Likewise, CPD would not be comfortable storing City weapons or ammunition in a public facility and transporting training equipment daily poses additional risks of property loss or damage.

When contacting the Hamilton County Sheriff's Office (HCSO) regarding possible shared use of their facility, CPD learned that HCSO is also receiving complaints about the loud noise coming from their range. When the County initially built their target range on East Miami River Road, the area was not as heavily populated as it is today and adding CPD's use of the County range would only exacerbate the noise complaints from nearby residents.

SUMMARY

Of the five (5) area ranges contacted, none were able to accommodate the amount of range time needed for CPD's required trainings nor were any of the ranges willing to lease out their entire facility. The City has received (9) options from Megen Construction to reduce noise at the current facility, ranging in cost from $450K for barrier extensions to approximately $2.3M for a fully enclosed metal building. Although indoor firing ranges are popular among recreational shooters, key environmental and occupational controls are necessary to protect the health of officers from the effects of airborne lead, noise, and other potential exposures. In general, although work is underway to identify potential relocation sites, construction of a comparable outdoor range would be approximately $4.6M and $9.7M for an indoor facility and these estimates do not include the cost for land acquisition. Lastly, to reduce the noise at the current facility or to eventually relocate the range, once an appropriate site has been identified, Cincinnati City Council will need to pass the applicable budget ordinances to fund either effort.

cc: Eliot Isaac, Chief of Police, Cincinnati Police Department

city of
CINCINNATI
Interdepartment Correspondence Sheet

12/09/2019

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: Feasibility of Relocating the Cincinnati Police Target Range

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In September 2019, elected representatives of Lincoln Heights, Woodlawn and Lockland raised concerns regarding the Cincinnati Police target range located in Evendale, Ohio. In response, the Administration has compiled the following report on the feasibility of relocating the Cincinnati Police Department's (CPD) target range. This report includes current use, special needs, cost estimates and efforts made by CPD to be within good standing with surrounding neighbors.

CURRENT USE

The Cincinnati Police target range, located in Evendale, was originally built as a private gun club before being purchased by the City in the 1940s. Under CPD ownership, the facility has undergone several small-scale remodels to meet the evolving needs of the CPD. The range currently sits on approximately 30 acres and encompasses a target range, a dog training course, and multipurpose facilities that house an armory, ammunition storeroom, staff offices, classrooms and restrooms.

CPD currently utilizes the facility approximately 300 dates per year for training that is based upon National and State of Ohio mandated standards for certification. This volume of use ensures that CPD personnel achieve the highest level of personal and group involved training, credited to exceptional response to critical events in the community such as the 5th/3rd Active Shooter incident. The chart below details training categories and the associated number of personnel hours dedicated to a specific function. This information is based upon 2019 completed and scheduled training and computes as the number attending the training multiplied by the number of training hours to equal the total personnel training hours.

Agency/Section/Unit	Function	Total Personnel Training Hours
CPD Training Section	Annual Firearms Qualification	8,000
CPD Training Section	Firearms Familiarization	8,000
CPD Training Section	Patrol Rifle Qualification	5,000
CPD Training Section	Police Recruit Qualification (45 officers)	540
CPD Training Section	Remedial Driving Training	80
CPD Training Section	Tactical Mindset for Female Police Officer	250
CPD Training Section	Equipment Testing, Evaluation and Repair	100
CPD Training Section	Open Range Practice for Sworn (Noon)	200
SWAT	Monthly Training Requirements (50 officers)	4,800

SWAT	SNIPER Training	250
SWAT	GAS Injection Team	200
SWAT	Explosive Breeching Team	250
SWAT	National Tier One Critical Skills Certification	9,500
Police Canine Unit	New Canine Training and Certification (16 weeks)	640
Police Canine Unit	Weekly Regional Training and Certification	10,000
Clandestine Lab Team	Training and Familiarization	450
Civil Defense Response Team	Monthly Training Requirements (50 officers)	1,000
US Drug Enforcement Administration	Monthly Familiarization Shooting	40
Bureau of Alcohol, Tobacco, Firearms	Monthly Familiarization Shooting	40
Federal Bureau of Investigations	Monthly Familiarization Shooting	40
Evendale Police Department	Monthly Familiarization Shooting	40
	Total Training Personnel Hours	**49,420**

SPATIAL NEEDS

The facility contains two outdoor specialized firing ranges, one of which is covered. Each range has a 50-foot concrete backdrop and specialized lead catch basin. The firing range (the area closest to live shooting) contains two outbuildings, one is an approximately 800 square foot ventilated multi-purpose utility building and the other a 100 square foot range control house. The multi-purpose building serves several purposes which includes, but is not limited to, equipment storage, low light tactical training emergency shelter and medical treatment areas. The range control house serves multiple purposes as well, which includes a centralized location for the range safety officer, electronic target control and audio instructions via public intercom and firearm inspection and repairs.

The Target Range also has an approximately 3,000 square foot climate-controlled range area with offices for the staff, a weapons armory, two classrooms, lunch area, garage and storage areas. The secured facility allows for on-site storage of Department firearms, ammunition, and special needs equipment. The operational armory provides cost saving to the City and Department by allowing the trained and certified Firearm Armorers to conduct inspections and repairs onsite, which reduces costs associated with repairs and time delays. The Target Range grounds are also utilized for testing, training and certification of CPD and other local law enforcement agencies and police canine teams pursuant to United States Police Canine Team Certification Standards. Please note that there are 48 U.S. Supreme and Federal District Court rulings establishing by the USPCA as the national standard.

Also, the Target Range grounds are utilized for specialized response training for the Civil Disturbance Response Team and SWAT team. The grounds provide the opportunity to train in a secure environment outside the public view.

COST ESTIMATES

Omitting the cost of land and overall site development, the City of Cincinnati Facility Management (CFM) estimates that the construction of a similar outdoor target range would be approximately $4.6M. This includes an outdoor 30 person/station target range, a ground berm around the perimeter of the range, and a 4,000 square foot building to house the armory, ammunition storeroom, staff offices, classrooms and restrooms. Also not included in this $4.6M cost estimated is the cost for dog training, a long-distance sniper target range or the cost to any overhead canopy or baffling.

If a rural relocation site is not available for an outdoor range and a more urban site is selected, this would require the construction of an indoor facility to provide the same basic capabilities as the current outdoor facility. Even with omitting the cost of land development and overall site construction, the estimates of an indoor facility would cost approximately $9.7M. This would include a 27,750 square foot warehouse style building to house a 30-station indoor target range with appropriate HVAC and lead dust filtration systems and an additional 4,000 square feet to house the armory, ammunition storeroom, staff offices, classrooms and restrooms.

If an urban indoor facility is constructed, a long-distance snipper target range could not be included, and depending on the acreage and other logistics a dog training course may not be feasible. At this time, no potential relocation site(s) have been identified within the city limits or surrounding areas.

GOOD NEIGHBORLY EFFORTS

The Cincinnati Police Department and range staff make continuous efforts at being considerate and respectful to the surrounding communities. These efforts are demonstrated in several financial, operational and community access/notification endeavors. For example, the City of Cincinnati has invested in range modifications that include the installation of a firearms roof shielding on the shotgun or tactical side of the range grounds. This project provides a level of sound reduction in addition to enhancing range safety. Also, CPD has taken into consideration the effect of operational hours and range staff has limited firearm practice between the hours of 9 a.m. to 3 p.m., Monday through Friday. The only exceptions are two evening dates annually, whereby SWAT completes their training by 7:30 p.m. and four Saturday dates annually that are utilized by Federal Agencies and the Evendale Police Department for their annual qualifications. More importantly, when there are scheduled evening and Saturday events, range staff contact local police jurisdictions and request that notifications be sent to residents. Last, during such times, the Range Master remains on site to answers all calls or complaints routed from the jurisdictions or the Hamilton County Communications Center.

FEASIBILITY

As this time, CPD and CFM have not explored potential locations inside the City of Cincinnati, Hamilton County or outside the I-275 loop. An outdoor range, requiring up to 30 acres, would be less expensive than an inside range potentially accommodated on a site of 4 acres. If the site were to be inside the City of Cincinnati it would require public/neighborhood involvement under Planning Commission rules. Similarly to Police Districts 3 and 5, this engagement effects cost, timing and feasibility.

Also expected, any site outside the City of Cincinnati would face similar requirements from the municipality, township and county under consideration. It is fair to presume that a new outdoor range may only be feasible well outside the I-275 loop. An indoor range within the City of Cincinnati would be a non-tax generating property with zoning and permit issues impacting cost. Such factors will need further investigation along with a comprehensive assessment of CPD short- and long-term strategic goals.

SUMMARY

Currently over 49,000 hours of personnel training takes place annually on these 30 acres in Evendale. This area contains the target range, a dog training course, and multipurpose accommodations for an armory, ammunition storeroom, staff offices, classrooms and restrooms.

A facility built to match these amenities would cost between $4.6M-$9.7M, depending upon a rural verses more urban location and the subsequent amount of indoor verses outdoor space required. These cost estimates do not include land acquisition or overall site development; at this time no potential site(s) have been identified within the city limits or surrounding areas. If relocation were mandatory, a more detailed scope of requirements would be needed, inclusive of short- and long-term Police Department strategic goals for more accurate estimates of relocating the Police Target Range.

city of CINCINNATI

Date: August 31, 2020

To: Councilmember Jeff Pastor

From: Andrew W. Garth, Interim City Solicitor AWG

Subject: **Resolution – 13th Amendment** 20201428

Transmitted herewith is a resolution captioned as follows:

> **RECOGNIZING** that the practice of involuntary servitude of the duly convicted is both heinous and inhumane; and URGING the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

AWG/LES(lnk)
Attachment
319442

{00319652-1}

LES

BWG

RESOLUTION NO. _____ – 2020

RECOGNIZING that the practice of involuntary servitude of the duly convicted is both heinous and inhumane; and URGING the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

WHEREAS, the Thirteenth Amendment to the United States Constitution states that "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction"; and

WHEREAS, the phrase "except as a punishment for crime whereof the party shall have been duly convicted" has allowed the practice of involuntary servitude to continue since the passage of the Thirteenth Amendment in 1865; and

WHEREAS, the practice of involuntary servitude of the duly convicted is both heinous and inhumane; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the Mayor and Council of the City of Cincinnati expresses their support for the removal of the phrase "except as a punishment for crime whereof the party shall have been duly convicted" from the Thirteenth Amendment to the United States Constitution.

Section 2. That the Mayor and Council urge the members of the Ohio General Assembly and the United States Congress to take action to remove the phrase from the United States Constitution.

Section 3. That this resolution be spread upon the minutes of Council and that copies be sent to Governor Mike DeWine; Lieutenant Governor Jon Husted; Speaker of the Ohio House of Representatives Robert R. Cupp; Senate President Larry Obhof; Senate Minority Leader Kenny Yuko; State Senator Steve Wilson; State Senator Cecil Thomas; State Senator Lou Terhar; House Minority Leader Emilia Sykes; State Representative Bill Seitz; State Representative Catherine Ingram; State Representative Thomas Brinkman; State Representative Brigid Kelly; State

Representative Sedrick Denson; State Representative Jessica Miranda, U.S. Representative Steve Chabot; and U.S. Representative Brad Wenstrup.

Passed _____, 2020

_____
John Cranley, Mayor

Attest: _____
Clerk

Submitted by Councilmember Jeff Pastor

City of Cincinnati

801 Plum Street, Suite 346-A
Cincinnati, Ohio 45202

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Email Jan-Michele.Kearney@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202001547

Jan-Michele Lemon Kearney
Councilmember

202001547

MOTION

WE MOVE that Cincinnati City Council hold a public hearing to discuss with the Hamilton County Commissioners, Lincoln Heights City Council, the Cincinnati Police Department, and other interested parties Cincinnati's gun range. The focus of the public hearing is to discuss the environmental impact of the gun range, including any available data in addition to hearing from residents, business owners, and others affected by the gun range.

WE FURTHER MOVE that the public meeting to discuss solutions for the gun range issues is held before the end of October 2020.

Jan-Michele Lemon Kearney

Councilmember Jan-Michele Lemon Kearney

PG Sittenfeld

Betsy Sundermann

CAL

Law & Public Safety
or Education, Innovation & Growth

J-MLK
Thank you!

202001588

202001588

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE CINCINNATI POLICING	:	**Case No. C-1-99-317**
	:	
	:	**Judge Dlott**
	:	
	:	**COLLABORATIVE**
	:	**AGREEMENT**
	:	

1. The Cincinnati Black United Front ("Front"), the American Civil Liberties Union of Ohio Foundation, Inc. ("ACLU"), on behalf of the class, as defined herein ("the Plaintiffs"), the City of Cincinnati ("City"), and the Fraternal Order of Police ("FOP"), hereinafter collectively referred to as the "Parties" hereby enter into this Collaborative Settlement Agreement dated as of April 11, 2002 (the "Agreement" or "Collaborative Agreement") providing for full and complete settlement of the claims of all of the Parties as described in certain litigation commenced by Plaintiff Bomani Tyehimba against the City and others in United States District Court in case No. C-1-99-317 as later sought to be amended by Amended Complaint and subsequent pleadings filed by the Front and the ACLU on or after March 1, 2001, against the City and others, herein described as the Litigation, in consideration of the mutual promises of the Parties and pursuant to the terms and conditions set forth below, all subject to the approval of the Court.

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I. VALUE STATEMENT

2. The overall Collaborative Agreement described in this document contains a description of problem oriented policing which frames the overall philosophy and practices at its core. Central to a problem solving orientation is that problems are dilemmas to be engaged and learned from and that blame is an obstacle to progress. The overall collaborative effort suggests an alternative to blame: that different groups within the community with different experiences and perspectives share much more in common than not, and can work together on common goals and solve problems together.

II. INTRODUCTION

3. This Collaborative on Police Community Relations was proposed by the Parties, authorized by the City Council of the City of Cincinnati and established by United States District Judge Susan J. Dlott as an alternative dispute resolution effort to resolve social conflict, improve community relations, and avoid divisive litigation. The Collaborative has been pursued with Judge Dlott's direction, encouragement and assistance as a joint project of the Parties. The Litigation alleges racially biased policing by the Cincinnati Police Department (CPD). The City and the FOP have denied the allegations but have agreed to pursue this unique partnership as a means of resolving the conflict. The Court has appointed as Special Master, Jay Rothman, Ph.D., who has been leading the resolution process.

4. The Collaborative includes outreach to the entire Cincinnati community through eight stakeholder groups: African-Americans, social service and religious organizations, businesses and philanthropic groups, police line officers and spouses, City officials, white citizens, other minorities and youth. The community outreach included responses to an online questionnaire as well as interviews with citizens for whom a computer was not easily accessed. Feedback sessions were used to collect and discuss the information that was gathered. Over 3500 persons participated in this process. The collaborative also included an expert research effort headed by John Eck, Ph.D., charged with identifying best practices and model programs. The results of this community dialogue and expert research were shared with the Parties for use in settlement negotiations.

5. The Parties have studied and received the results from community based work done through Study Circles by the Cincinnati Human Relations Commission; Neighbor to Neighbor, sponsored by numerous Cincinnati organizations; suggestions by the National Conference for Community and Justice (NCCJ) and Cincinnati Community Action Now (CCAN).

6. The Collaborative has engaged the entire community in a constructive dialogue that has resulted in an ongoing commitment to cooperation between the police and the community. The Parties, through this Agreement, make a commitment to promote and foster this ongoing cooperation.

III. CLASS CERTIFICATION AND FRIENDS OF THE COLLABORATIVE

7. The Parties agree that the goal of securing continuing, broad based community commitment to implementation of the terms of this Agreement shall be accomplished through certification of a plaintiff class action under Fed.R.Civ.P. 23(b)(2). The representative Plaintiffs shall be the Cincinnati Black United Front ("Front") and the American Civil Liberties Union of Ohio

Foundation, Inc. The Parties shall permit the Urban League of Cincinnati and NAACP, Cincinnati Branch to join as class representatives within thirty days of the signing of this Agreement if they agree. The Parties agree to the certification of a mandatory class for settlement purposes under Fed. Rule Civ. P. 23(b) (2). The class shall be defined as:

> All African-American or Black persons and people perceived as such who reside, work in and/or travel on public thoroughfares in the City of Cincinnati, Ohio either now or in the future and who are stopped, detained, or arrested by Cincinnati Police Officers or their agents, and citizens of any race who have been or will be subjected to a use of force by Cincinnati police officers and their agents.

8. A community advisory committee of Cincinnati organizations, the Friends of the Collaborative, shall be established within 30 days of the approval of this Agreement by the Court. Such Committee will consult with and support the parties regarding the implementation of the Agreement.

9. The Parties agree that they are entering into this class action settlement agreement for settlement purposes only. Any acquiescence or agreement to the class certification in this case does not constitute an admission of liability or fault by the City of Cincinnati or any of its officials, agents, or employees and may not be used as evidence in any proceeding by any member of the class except proceedings under this Agreement.

IV. PURPOSE OF COLLABORATIVE SETTLEMENT AGREEMENT

10. The purposes of this Agreement are to resolve social conflict, to improve community-police relationships, to reduce crime and disorder, and to fully resolve all of the pending claims of all individuals and organizations named in the underlying litigation, to implement the consensus goals identified by the community through the collaborative process (listed below), and to foster an atmosphere throughout the community of mutual respect and trust among community members including the police. The Parties recognize that there has been friction between some members of both the community and the CPD. The ultimate goal of this Agreement is to reduce that friction and foster a safer community where mutual trust and respect is enhanced among citizens and police. This Agreement reflects the following goals adopted by the 3500 respondents through the feedback process developed by the Parties through the Collaborative:

First Goal: Police Officers and Community Members Will Become Proactive Partners in Community Problem Solving

Second Goal: Build Relationships of Respect, Cooperation and Trust Within and Between Police and Communities

Third Goal: Improve Education, Oversight, Monitoring, Hiring Practices and Accountability of CPD

Fourth Goal: Ensure Fair, Equitable, and Courteous Treatment for All

Fifth Goal: Create Methods to Establish the Public's Understanding of Police Policies and Procedures and Recognition of Exceptional Service in an Effort to Foster Support for the Police

11. Further, this Agreement will resolve the issues raised by the amended complaint and motion for preliminary injunction. The Parties believe that this settlement can support and build upon the current mission statement of the Cincinnati Police Department:

> "The mission of the Cincinnati Police Department is to work in partnership with the citizens of the community to provide a safe environment where the quality of life may be improved through delivery of fair and impartial police services."

12. The Parties, their agents, successors and all persons in active concert or participation with any of them shall abide by the terms of this Agreement.

13. This Collaborative Agreement is founded on three principles. First, the social conflict necessitating this Agreement arises out of a cultural context much broader than police community relationships. Second, many conflicts can be addressed through careful analysis based on detailed information and a willingness to explore a wide range of alternatives. This is called problem solving. Third, achieving mutually agreeable solutions to the above mentioned goals described by the citizens of Cincinnati is the criteria for success. Consequently, this Agreement is outcome oriented, putting great emphasis on objective measures of police-citizen relations and police effectiveness. Only through comprehensive measurement can we determine if progress is being made and whether the means for reaching mutually agreeable solutions to these goals are working. This is one form of accountability. Though problem solving is described first and outcome accountability is described last these two principles are woven into the entire plan.

14. It is understood and agreed that the terms and implementation of this Agreement are not intended to and shall not be construed to violate the terms of any collective bargaining agreement by and between the City and the FOP or any other entities representing employees of the City, and further will not include any terms and conditions of employment that must be negotiated by and between the FOP and the City.

15. The Plaintiffs and FOP shall cooperate with the City to develop and implement a plan of community engagement to prepare Cincinnati residents, business owners, non-profit agencies, community and religious organizations, and others as partners with the City in problem solving activities.

V. OPERATIVE PROVISIONS

A. The Parties Shall Implement a Policing Strategy of Community Problem Oriented Policing (CPOP)

16. The City of Cincinnati, the Plaintiffs and the FOP, shall adopt problem solving as the principal strategy for addressing crime and disorder problems. Initiatives to address crime and disorder will be preceded by careful problem definition, analysis and an examination of a broad range of

solutions. The City of Cincinnati will routinely evaluate implemented solutions to crime and disorder problems, regardless of the agency leading the problem-solving effort. The City will develop and implement a plan to coordinate the City's activities so that multi-agency problem solving with community members becomes a standard practice. Such an approach does not preclude law enforcement and prosecution.

Introduction to Community Problem Oriented Policing

17. The City of Cincinnati is committed to community problem oriented policing (CPOP) as a means to reduce crime and improve the quality of life for its citizens. The Plaintiffs and the FOP join in that commitment. The CPD recognizes CPOP as the next phase of effective community policing. Current research and case studies from around the world indicate that the problem-solving process known as SARA (Scanning, Analysis, Response, and Assessment) effectively addresses crime, disorder, and the fear of crime in communities. The Parties acknowledge that there are broad causes of crime and disorder. For a long period of time the police have been looked at as the only entity to address crime and disorder in our community. This Agreement is designed to encourage the Parties to commit to help the police and community work together to address crime, disorder, and quality of life issues in the Cincinnati metropolitan area.

18. The CPD has recently adopted a strategic plan that embraces community problem oriented policing. This Collaborative Agreement builds on that commitment. Implementing a widespread, in-depth community problem oriented policing strategy in Cincinnati can increase the police, City, and community effectiveness in preventing and solving crime, reducing disorder, improving quality of life, and restoring functional neighborhoods.

19. The CPD consulted Advisors Helping Agencies in the development of its strategic plan in order to gain an outside perspective of the Cincinnati Police Department. One of the goals identified through this process was the use of problem oriented policing, in partnership with the community, to implement effective solutions. This is the process the CPD adopted to help communities solve problems. Part of this goal is the implementation of a problem tracking and reporting system to document successes and failures. The CPD is still implementing this system and is working to improve it. The Collaborative Agreement will directly assist in this effort.

Explanation of Community Problem Oriented Policing

20. Community problem oriented policing is one form of police work that seeks resolution of troublesome circumstances in the community. These troublesome circumstances are framed as problems to solve. They usually reveal themselves as a form of repeat pattern of offending, victimization, or locations. First, problems need to be carefully defined. A useable problem definition requires a description of harmful behaviors and the environments where these behaviors occur.

21. The second principle guiding community problem oriented policing is that problems are carefully analyzed prior to developing a solution. Community problem oriented policing is an information intensive strategy that places a premium on data, intelligence, community input, and analysis. The analysis is designed to reveal critical aspects of the problem that can be altered to effect a reduction in the problem.

22. The third principle is that the police and their partners engage in a broad search for solutions based on the analysis of information. A law enforcement response is always a possibility, but may not be required. Rather, a range of options is explored, often drawing from the field of "situational crime prevention" that block opportunities to commit crimes and disorder. Effective solutions to problems may require the active participation of and partnership with other City agencies, community members, and the private sector. This implies that for a community problem oriented policing strategy to be effective there must be close police-community relations and the City must support this approach.

23. The fourth principle is that problem-solving efforts are evaluated to determine if the problem has been reduced. Here again, the use of information technology and analysis is critical to assure continuous improvement. If the problem has been successfully addressed, the police can move on to other problems. If it has not, then more work needs to be done, including a re-analysis of the problem or a search for alternative solutions.

24. Beginning in the fall of 1993 through February 1994, all CPD personnel received eight hours of police problem solving training using the SARA model as the process for community problem solving. The CPD has also specifically trained all neighborhood officers in the SARA model. In 1998, Police Officers and Police Specialists received a one-hour overview of community oriented policing that examined successes of community oriented policing. The overview also helped educate beat officers on how neighborhood officers could assist them in finding solutions to problems on their beat. Also in 1998, the problem solving method was used during Critical Incident Training for all Sergeants and Lieutenants. All of this suggests a solid foundation for even more focused and comprehensive commitment to community problem oriented policing.

25. The CPD also uses crime analysis and mapping for problem solving. CPD analysts receive numerous requests for information during the analysis and assessment phases of problem solving. They have the ability to draw a picture of crime for those involved in the problem solving initiative. Several years ago, the CPD, Klotter Street Homeowners Association and the Cincinnati Public Works Department collaborated to develop a strategy for combating increasing incidents of theft and vandalism in the Klotter Street neighborhood.[1] This is only one example of the use of technology and crime mapping for problem solving by the City and provides a further successful foundation for this Collaborative Agreement.

26. Citizens of Cincinnati have expressed a strong and uniform desire to see greater positive interaction between the police and the public. During the nine-month collaborative process in 2001, the public called for the City to "reinforce and expand community-oriented policing and practice." They have recommended that the City "establish and maintain greater understanding, positive interaction, and communications between the community and the police." They have asked the City to "promote a partnership of shared responsibility for community problem-solving." Citizens want to "develop more trust, respect and acceptance between the police and community." They want to "increase public's understanding of police policies, procedures, duties and roles." The public wants to "foster greater appreciation and support for police through professional and public recognition of outstanding service as

[1] They used the SARA model for problem solving and the project and findings were published in *Crime Mapping Case Studies: Successes in the Field*, Volume 2, 2000, Police Executive Research Forum.

well as awareness of the motivations of police officer and challenges they face." Citizens want to "improve communications and foster greater understanding, trust, respect and sensitivity between the community and the police." And the public wants to "increase community accountability and responsibility."

27. The Parties, and especially the CPD, understand that fully engaging the community is a fundamental key to effective law enforcement. The CPD will continue to implement policies and procedures that are guided by the principles of community problem oriented policing. In accordance with these principles, the CPD continues to work in partnership with the community to solve problems that impact the community. As part of that process the Department has expanded its successful Citizens on Patrol Program to include neighborhoods of Bond Hill, College Hill, Madisonville, Mt. Washington, Price Hill, Carthage, Hartwell, Westwood, Northside, Clifton/University Heights/Fairview (CUF), Kennedy Heights and Pleasant Ridge. This program started with only four communities in 1997. Its success was recognized by other neighborhoods that wanted to work in partnership with the police to take back their neighborhoods. Neighborhood officers have been encouraged to utilize the SARA model and explain the process to citizens.

28. It is abundantly clear that the citizens of Cincinnati and their police officials want a two way dialogue about effective and fair policing. Taking a proactive and preventative approach toward informing the public about police operations will go a long way toward improving police-citizen relations and preventing information vacuums that increase friction between the community and the police. The ultimate goal of this Agreement is to reduce that friction and foster a safer community where mutual trust and respect is enhanced among citizens and police.

Implementation of Community Problem Oriented Policing (CPOP)

29. The Parties shall be jointly accountable for the implementation of community problem solving policing. The Parties, through their attorneys, shall meet each of the development deadlines by drafting whatever policies, procedures or other documents that may be necessary to carry the commitments of this Agreement into operation. The Parties will work together to mutually insure that each of the following implementation steps is accomplished by the deadlines set for implementation.

a) The City, in consultation with the other Parties, shall develop and implement a plan to coordinate City departments with the CPOP focus of the CPD.

Plan Development Deadline: 60 days after fairness hearing.
Plan Implementation Deadline: 90 days after fairness hearing.

b) The Parties shall develop and implement a system for regularly researching and making available to the public a comprehensive library of best practices in community problem oriented policing.

Plan Development Deadline: 60 days after fairness hearing
Plan Implementation Deadline: 90 days after fairness hearing

c) The City, in consultation with the Parties shall develop a "continuous learning" process through the CPD. Experiences with problem solving efforts in the field will be documented and disseminated throughout the police department and made available to the public.
Problem solving will continue to be emphasized in (included but not limited to) academy training, in-service training, and field officer training.

Plan Development Deadline: 60 days after fairness hearing
Plan Implementation Deadline: 90 days after fairness hearing

d) The Parties will seek out information on how problem solving is conducted in other police agencies. Research and best practices on successful and unsuccessful methods for tackling problems, and analogous processes used by other professions (e.g., conflict resolution, organization development, epidemiology, military, civil engineering, and business) will be disseminated.

Plan Development Deadline: 60 days after fairness hearing
Plan Implementation Deadline: 90 days after fairness hearing

e) The Parties, consistent with the Community Partnering Program, attached as Exhibit A, shall conduct CPOP training for community groups, jointly promote CPOP, and implement said CPOP training.

Plan Development Deadline: 60 days
Plan Implementation Deadline: 90 days

f) The Parties shall coordinate efforts undertaken through the Community Partnering Program and establish an ongoing community dialogue and interaction including, but not limited, to structured involvement between the CPD and youth as well as with property owners, businesses, tenants, community and faith-based organizations, motorists, low income residents and other city residents on purposes and practices of CPOP.

Development Deadline for training and informational materials: 60 days after fairness hearing
Plan Implementation Deadline: Immediate. 90 days after fairness hearing

g) The Parties shall establish an annual CPOP award to recognize the efforts of citizens, police officials, and other public officials who have made substantial contributions to CPOP by addressing community problems in Cincinnati.

Deadline to Complete Award(s) Design: 120 days after fairness hearing
Deadline for Implementation: 180 days after fairness hearing

h) The City, in consultation with the Parties and consistent with the Ohio Law, shall develop and implement a system for consistently informing the public about police policies and procedures. In accomplishing this item, The City, in consultation with the Parties, shall conduct a communications audit, and develop and implement a plan for the improvement of internal and external communications. This will be funded by NCCJ pursuant to the attached description in Exhibit B.

System Development Deadline: 60 days after fairness hearing
System Implementation Deadline: 120 days after fairness hearing

i) The CPD shall create and staff a Community Relations office that will coordinate within the CPD implementation of this Agreement.

Deadline for Creation of Community Relations Office: 60 days after fairness hearing

j) The Parties shall describe the current status of problem solving throughout the CPD and what is being done to improve it through an annual report. Each party shall provide information detailing what it has done relating to its role in CPOP.

Implementation Deadline: One year after fairness hearing

k) CPD District Commanders and Special Unit Commanders or officials at comparable levels shall prepare quarterly reports that detail problem solving activities within their Districts. To the extent practicable, these reports shall identify specific problems addressed and steps taken by the City and the community toward their resolution. The reports also shall identify obstacles faced and recommendations for future improvement. Consistent with individual privacy and relevant law, these reports shall be available to the public through the CPD's Community Relations Office.

Deadline to Commence Quarterly Reports: 90 days after fairness hearing

l) The Parties shall review existing courses and recommend any new ones that may be appropriate for the Police Training Academy in order to effectively and accurately inform police recruits, officers and supervisors about the urban environment in which they are working.

Deadline to Complete Course Review and Design: 90 days after fairness hearing
Deadline for Implementation: 120 days after fairness hearing

m) The Parties, in conjunction with the Monitor, shall develop and implement a problem tracking system that will have the goal of documenting problem-solving activities, including problem definition, analysis and response activities and information, evaluation results, and partnerships with police, government, and community organizations and individuals.

System Development Deadline: 180 days after the fairness hearing
System Implementation Deadline: 240 days after the fairness hearing

n) The City shall periodically review its staffing plan in light of its commitments under CPOP and make revisions as necessary subject to funding provisions of this Agreement.

Deadline for Staffing Plan review: ongoing

o) The City shall review and, where necessary and appropriate, revise, police department policies and procedures, organizational plans, job descriptions, and performance evaluation standards, consistent with its commitment to CPOP.

Deadline to Complete Review : 60 days after fairness hearing
Deadline for Revision: 90 days after fairness hearing

p) Consistent with applicable federal and state law regarding protection of personal privacy and the Ohio Public Records Act, the City shall design a system that will permit the retrieval and linkage of certain information including that which is already collected by the CPD but may not be routinely searchable under the present system. Further, the system shall enable the tracking of repeat offenders, repeat victims, and/or repeat locations that are necessary to community problem oriented policing. Finally, the system established under this paragraph shall include, but not be limited to, that information necessary to comply with the terms in this Agreement regarding nondiscrimination in policing and early warning.

Deadline to Complete Request for Proposal: 180 days after fairness hearing
Deadline for Implementation: to be determined by the Monitor

q) The City, in consultation with the Parties, shall study the options and then determine if and how to best secure appropriate information technology so that police officers, supervisors, managers, and executives, as well as other City agencies and community members, can get access to timely and useful information needed to detect, analyze, and respond to problems and evaluate their effectiveness subject to the provisions of this Agreement with respect to funding.

Deadline for Development of Procurement Plan: 180 days after fairness hearing
Deadline for Securing Funding: 240 days after fairness hearing
Deadline for Procurement: one year after fairness hearing
Deadline for Implementation: immediately regarding those aspects that need no new purchases, otherwise two years after fairness hearing

B. Parties' Mutual Accountability and Responsibility for Evaluation Of The Implementation of the Agreement

Introduction

30. The Parties, in consultation with appropriate experts and under the supervision of the Monitor, shall develop a system of evaluation to track the attainment of goals agreed to between the Parties in the Collaborative Agreement. This tracking enables the Agreement to serve as a mutual accountability plan. The term "mutual accountability plan" is defined as a plan that ensures that the conduct of the City, the police administration, members of the Cincinnati Police Department and members of the general public are closely monitored so that the favorable and unfavorable conduct of all is fully documented and thereby available as a tool for improving police-community relations under this Agreement. The Parties will regularly meet with the Monitor to study the results of the evaluation instruments and determine what changes, if any, in the Agreement or in their actions should be pursued

in light of the evaluation results. That system shall also include a plan for determining what parts of this evaluation oversight may be transferred from the Monitor's supervision to a successor agency before this Agreement expires in order that ongoing evaluation efforts of police-community relations continue.

Protocol Development

31. The Parties shall, with the advice of expert consultants, and under the supervision of the Monitor, develop a Protocol to accomplish this system of evaluation. This Protocol (hereafter, the "Evaluation Protocol") shall be developed within 90 days of the Court approval of this Agreement, and implementation shall be commenced not more than 60 days thereafter.

32. The Evaluation Protocol shall set forth (i) a schedule for implementation of its terms, (ii) the cost of implementation, (iii) the individual or entity that will perform its requirements, (iv) data collection methods, forms, and procedures, (v) guidelines for analysis of collected data and reporting formats, (vi) levels of statistical confidence, and (vii) levels of statistical power.[2]

Cost

33. The cost to implement the provisions of this Section B, including the cost to implement the Evaluation Protocol, shall not exceed the limit set forth in paragraph 130.

Elements of Evaluation Protocol

34. This Evaluation Protocol shall include (i) periodic surveys, (ii) periodic observations of programs in which the police are involved, and (iii) annual statistical compilations of police interactions with the community and the community's interactions with the police.

Periodic Surveys

35. Subject to final decision after development of the Evaluation Protocol, the Parties anticipate utilizing several types of surveys regarding events occurring after the signing of this Agreement. The Evaluation Protocol shall provide that for all probability sample surveys, the Parties will assure that the response rate of sampled respondents is not lower than 70 percent.

a) A probability sample[3] of citizens will be surveyed, periodically citywide. This survey will provide a barometer of citizen attitudes toward and satisfaction with the police. The survey should be large enough that meaningful distinctions can be drawn among neighborhoods, race, gender and ages of respondents. Special consideration will be given to the use of a non-

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[2] Statistical confidence refers to the probability that a difference between two groups is real and not due to randomness. Statistical power refers to the ability to detect a given non-random difference between two groups.

[3] A probability sample is a group of people selected in a way that allows researchers to calculate the proportion of the population they represent with known accuracy. Simple random samples are a type of probability sample, but there are many other types as well.

probability sample of residents who have no fixed address and who are likely to be missed by probability sampling. The citywide survey of citizens will include measures of neighborhood conditions, fear of crime, community efficacy, awareness of policing efforts, participation in policing efforts, perception of policing effectiveness, police responsiveness, performance, officer civility and demeanor, and citizen conduct with the police. The surveys shall also include multiple items that are specifically designed to fairly measure identification and prioritization of problems; awareness of community problem oriented policing efforts, participation in such efforts, and program effectiveness in community relations.

b) A probability sample of citizens with police encounters will be surveyed periodically to determine the nature of the contacts, citizens' perceptions of the police involved and the outcomes of the contacts. These citizens will be drawn from police records, including but not limited to, lists of citizens attending neighborhood meetings with the police, involved in police-community problem-solving efforts, stopped and questioned by the police, and arrested by the police. The periodic survey of citizens with police encounters will include: measures of police responsiveness, performance, demeanor, the perceived performance of other city agencies involved in the problem-solving process, the perceived effectiveness of the problem solving itself, and perceived community receptiveness to police involvement. The exact nature of the questions asked will depend on the nature of the encounter. Consequently, citizens involved in traffic stops and citizens involved in police-community problem-solving efforts will be asked similar questions about police demeanor, for example, but different questions about the outcomes of the encounter.

c) A probability sample of police officers, specialists, sergeants, lieutenants, and other members of the Cincinnati Police Department who have significant contact with the public and their immediate families will be surveyed periodically to determine their perceptions of their organizational work climate, citizen support, and methods for improving the CPD and police-community relations. The periodic survey of officers will include measures of officer perceptions of personal safety, perceptions of citizen conduct, their perceptions of support or lack thereof from the CPD, the City, and elected officials, and recommendations for improving the working conditions and effectiveness of police officers. Such surveys shall also include multiple items that are specifically designed to fairly measure identification and prioritization of problems, participation in community problem oriented policing efforts, program effectiveness in community relations. The reasonable surveys of members of the CPD and members of their families shall not be deemed an unfair labor practice and the results of the survey shall not be utilized by the City for any purpose other than those set forth in this Agreement.

d) Probability samples of officers and citizens involved in the citizen complaint processes will be taken to determine their levels of satisfaction with the fairness of the process. Also, a probability sample of officers involved in internal investigations and the disciplinary processes will be taken to determine their levels of satisfaction with the fairness of the process.

Periodic Observations

36. The Evaluation Protocol shall include provisions for periodic observations of a representative sample of community-police meeting, problem-solving projects, and citizen complaint processes to examine how police and citizens interact in these settings. The periodic observations of problem-solving activities and community policing programs will focus on describing the activity, meeting, or process and the characteristics of effective and ineffective programs, procedures, processes, and personnel.

Privacy and Anonymity of Survey and Observation Respondents

37. The Evaluation Protocol shall provide protection for the privacy of the individual survey and observation respondents (citizens and members of the CPD and their immediate family members) who must feel confident in providing frank and meaningful information. The Evaluation Protocol shall assure that no data with individual respondent identifiers will be released to the public, news organizations, members of the CPD, the City, or other Parties to this Agreement. These survey data and observation data collected as part of this Agreement shall be retained by the Monitor and access to data with personal identifiers shall be restricted to the Monitor, the Monitor's staff, and others the Monitor designates for the sole purpose of accomplishing the goals of this Agreement. This provision may be implemented with any appropriate protective order issued by the Court.

Statistical Compilations from Official Records

38. In addition to surveys, and subject to the final determination of the Parties, the Evaluation Protocol shall include a means for providing the following data to the Parties and the public by the City of Cincinnati on a periodic basis. Citizen and officer information shall not carry personal identifiers but shall include age (by subgroupings of 7-17, 18-25, 26-35, 36-45, 46-55, 56-65, and 65 and over), race, national origin, gender, geographical area (by neighborhood), years of service, rank, assignment and other characteristics as deemed appropriate.

39. Compilations shall include an analysis, by percentage attributable to each of the fifty-two (52) city neighborhoods:

- Arrests
- Reported crimes and drug complaints
- Citations of vehicles and pedestrians
- Stops of vehicles and pedestrians without arrest or issuance of citation
- Uses of force
- Citizen reports of positive interaction with members of the CPD by assignment, location, and nature of circumstance[4]

[4] All favorable encounters between citizens and police officers shall be reported as soon as they are made known to the City and police administrations and any police supervisor. Citizens, City councilpersons and their staffs, all City departments, divisions and agencies and their staffs, City and

- Reports by members of the CPD of unfavorable conduct by citizens in encounters with the police
- Injuries to officers during police interventions
- Injuries to citizens during arrests and while in police custody
- Citizen complaints against members of the CPD

40. For each of the above items, the city shall provide to the Monitor incident-based data so that the nature, circumstances, and results of the events can be examined. These data will allow examination of trends in the use of force, their geographic patterns, their association with criminal activity, and differences among groups.

Evaluation of Problem Solving Processes

41. The Evaluation Protocol shall also include data recording processes for study of the problem-solving projects undertaken by members of the CPD and the community and the community-police meetings attended by members of the CPD. For these items, the Evaluation Protocol will allow an assessment of core strategic processes of the Cincinnati Police Department.

Evaluation Of Video And Audio Records

42. The Evaluation Protocol shall also include a procedure for representative sampling of police vehicle mounted video and audio recordings in all police districts, and for creating a database describing the sampled recordings. If possible, the Evaluation Protocol will seek to develop a method to study how citizens of various racial and ethnic backgrounds are treated by the police, and how these same people treat the police. Compliance with this term shall be coordinated with compliance with the City-DOJ Agreement attached as Exhibit C.

Evaluation of Staffing

43. The Evaluation Protocol shall also allow examination of the hiring, promotion and transfer processes within the CPD. Accordingly, the Evaluation Protocol shall require review of data from the CPD regarding staffing, including data on recruits, promotions, transfers, retirements, and overall organizational staffing by rank, assignment, race, gender, age, and years of experience with the CPD.

Evaluation Reports

44. Using the data from the above sources, and subject to the final determination of the Parties, the Evaluation Protocol will include provision for periodic reports that will address each of the following questions, taking into consideration breakdowns by age (by subgroupings of 7-17, 18-25, 26-

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police administrations and their staffs, and all members of the CPD shall be encouraged to promptly report all favorable or positive actions taken by all members of the CPD to ensure that a complete record of all such favorable and positive actions are made a permanent part of any data base relating to the CPD's dealings with the community.

35, 36-45, 46-55, 56-65, and 65 and over), race, national origin, gender, geographical area (by neighborhood), years of service, rank, assignment and other characteristics as deemed appropriate:

- Is public safety improving throughout the City of Cincinnati?
- Have the number of reports by police of unfavorable conduct by citizens during encounters with the police increased or decreased in the neighborhoods of Cincinnati?
- Is police use of force declining relative to the City's population and serious crime rate?
- Is police use of force equitably distributed across racial, gender, and age groups, once involvement in crime, disorder, and other relevant factors is taken into account?
- Do police officials feel their supervisors, City officials, and citizens support their actions?
- Are the citizen complaint processes and discipline outcomes perceived to be fair by involved citizens and officers?
- Are police-community relations improving throughout Cincinnati?
- What can be done to continue to reduce police use of force, make police activities more equitable, address community problems, increase the fairness of the citizen complaint process, improve police-citizen relations, and improve community safety?
- Has the use of police force declined/ or increased relative to the number of police/citizen contacts?
- Were persons of any particular race or national origin, gender, or age in any of the fifty-two (52) community geographic areas subjected to a disproportionate share of use of force by the police?
- Were members of the CPD in any of the fifty-two community geographic areas subjected to a disproportionate share of use of force by persons of any particular race or national origin, gender, or age?
- Is there any correlation between the answers to the two previous questions?
- Are community problems being successfully addressed?
- Are police problems being successfully addressed?
- Do police officers feel that their supervisors, City elected and appointed officials, and citizens have done anything positive or negative with respect to supporting their police-related actions?
- Do citizens have any adequate means for positive engagement with police officers and police officials?
- Do lower ranking members of the CPD have any adequate means for positive engagement with higher ranking police officials and elected and appointed officials of the city?
- Do members of the CPD have any adequate means for positive engagement with the community?
- Is the citizen complaint process perceived to be fair by the involved citizens?
- Is the citizen complaint process perceived to be fair by the involved police officer?
- Is anything further required to make the citizen complaint process more fair?
- Is the police complaint process against citizens perceived to be fair by the police?
- Is the police complaint process against citizens perceived to be fair by the involved citizen?
- Is anything further required to make the police complaint process against citizens more fair?
- Are police/community relations improving throughout the Cincinnati area?
- What is required to improve police/community relations throughout the Cincinnati area?
- What has been done to continue to reduce police and citizen use of force?
- What has been done to help make police activities toward the citizens more equitable?
- What has been done to help make citizen activities toward the police less confrontational?
- What has been done to help the police respond to the citizens in a more respectful manner?

- What has been done to help the citizens respond to the police in a more respectful manner?
- What has been done to improve community safety?
- What has been done to improve police safety?
- What has been done to encourage citizens to report favorable or positive actions taken by members of the CPD?

45. The Parties will publish an annual report answering these questions, along with summaries of supporting data. The City will distribute this report to City libraries and schools, community and social service organizations, religious organizations, neighborhood associations, business associations, police officer associations and organizations, higher educational institutions, and news organizations, and shall make the report available for pick-up in readily accessible points in the City. The report will also be available from the City's website.

46. Measurement of the success of the mutual accountability process shall be based on the following criteria:

- Was an accountability system implemented in accordance with the terms of this Agreement?
- Was the data gathered in a manner consistent with the terms of this Agreement?
- Was the data analyzed in a full and fair manner?
- Was the data published and distributed in a manner consistent with the terms of this Agreement?
- Was the data fully and fairly used to assess progress toward attaining the goals set forth in this Agreement?
- Was the data used to adjust City, police and community strategies to address problems, reduce police and citizen use of force and improve police/community interaction?

C. Use Of Force And Status Of Terms Of The City - Department Of Justice Agreement

47. The City shall abide by the terms of the City-Department of Justice ("DOJ") Agreement attached as Exhibit C (hereafter referred to as the "City-DOJ Agreement"). This Paragraph shall be enforceable solely through the mechanism of Paragraph 113 hereof.

48. There are many persons in the community who contend that officers should report when they draw a firearm. The parties to the collaborative have been unable to agree on this issue. In the spirit of the collaborative and in an effort to settle the entire matter and considering the best interest of the entire community, the parties have agreed to the following protocol:

a) The parties hereby agree to this expedited citizen complaint process for addressing concerns based on pointed firearms.

b) Any person who believes that an officer has unnecessarily pointed a firearm at a person on or after March 31, 2000 may file a complaint with any of the Plaintiff organizations, the CPD, or other available civilian complaint processes. Any cases previously investigated and adjudicated since March 31, 2000, shall be sent directly to the Monitor.

c) That complaint shall be immediately investigated by a select team of CPD officers selected by the Chief after consultations with the Plaintiffs.

d) The investigator(s) shall make a determination on each complaint within thirty days of the time it is filed, absent exceptional circumstances, and shall file said determination with the parties and the complainant and Monitor.

e) After six months, all of the complaints and investigator determinations shall be provided to the Monitor. The Monitor shall compile the data and forward it to the Conciliator.

f) The Conciliator shall review the information provided by the Monitor. If the Conciliator finds, by a preponderance of the evidence, that there exists a pattern of improper pointing of firearms at citizens, then the parties agree that the city shall henceforth require officers to report all instances where they point a firearm at or in the direction of a citizen. This provision is subject to the dispute resolution process set forth more fully at Paragraph 113 and appeal under Fed. R. Civ. P. 53.

49. Due to the fact that the Memorandum of Agreement between the City and the Department of Justice was negotiated without the involvement of the Fraternal Order of Police (FOP), and because the City-DOJ Agreement contains a substantial number of items that may create many additions, modifications, and deletions to the current Police Procedure Manual that have not yet been submitted to the FOP in compliance with the terms of Article XII, Section 5 of the Collective Bargaining Agreement by and between the City and the FOP, the FOP does not agree to, adopt, or afford any precedential effect to the terms of the City-DOJ Agreement, but will allow it to be appended to the Collaborative Agreement, so long as the FOP reserves the right to raise issues relating to the City-DOJ Agreement through the Monitoring, Reporting, and Dispute resolution provisions of the Collaborative Agreement. The decision of the FOP, acting as a Collaborative partner, not to file any unfair labor practice claims or grievances as a result of the above shall not be used as a precedent, estoppel, or waiver by the City in this matter or in any unfair labor practice claim involving the City and the FOP.

D. <u>The Parties Shall Collaborate to Ensure Fair, Equitable, and Courteous Treatment for All</u>

50. The City shall provide police services in a fair and impartial manner without any discrimination on the basis of race, color, or ethnicity. The City, in consultation with the Parties, shall take appropriate action to track compliance as set out in this section.

Implementation of Commitment to Bias-Free Policing

51. The City, pursuant to Ordinance 88-2001, has commenced an effort to measure whether any racial disparity is present in motor vehicle stops by the CPD. The analysis of this data will be reported pursuant to Paragraph 39.

52. The Parties shall cooperate in the ongoing training and dissemination of information regarding the Professional Traffic Stops Bias-Free Policing Training Program.

53. The Monitor, in consultation with the Parties, shall in all public reports, include detailed information including, but not limited to, the racial composition of those persons stopped (whether in a

motor vehicle or not), detained, searched, arrested, or involved in a use of force with a member of the CPD, as well as the race of the officer stopping such persons.

54. In providing police services, the members of CPD shall conduct themselves in a professional, courteous manner, consistent with professional standards. Except in exigent circumstances, when a citizen is stopped or detained and then released as part of an investigation, the officer shall explain to the citizen why he or she was stopped or detained in a professional, courteous manner. An officer must always display his or her badge on request and must never retaliate or express disapproval if a citizen seeks to record an officer's badge number. This paragraph shall be incorporated into the written CPD policies.

E. Civilian Review: The City Will Establish A Citizen Complaint Authority

55. The new Citizen Complaint Authority (CCA) will replace the Citizen Police Review Panel (CPRP) and the police investigations functions of OMI. The CCA's mission will be to investigate serious interventions by police officers, including but not limited to shots fired, deaths in custody and major uses of force, and to review and resolve all citizen complaints in a fair and efficient manner. 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. It is also essential that the CCA be encouraged to act independently consistent with its duties.

Staffing and Powers of CCA

56. The CCA will have three components: (1) a Board of seven Citizens appointed by the Mayor and approved by City Council, (2) a full-time Executive Director with appropriate support staff, and (3) a team of professional investigators.

The Board of Citizens

57. The Board will include a diverse array of seven individuals, from a cross-section of the Cincinnati community, who have the requisite education and experience to impartially review evidence and render judgments on alleged officer misconduct. The Mayor will accept nominations from the City's fifty-two Community Councils, business, civic, social service and other agencies and organizations. The Mayor also will accept applications from individual City residents. The members will serve for a maximum of two terms of two years each, except that three of the initial appointees will be appointed for one year. Those three shall be limited to a single second term of two years in order to ensure that the Board has staggered terms. In the event of the resignation, removal, death, or incapacitation of a member of the panel, any replacement member shall serve the remainder of that term.

58. Applicants for a position on the Board shall execute a signed release authorizing a thorough background check, including a criminal check. No person may serve on the Board who has been convicted of a felony, assault on a police officer, or any crime of dishonesty. The results of the background check for any person appointed to the Board shall be a matter of public record and shall be retained for five years.

59. The Board shall select a chairperson from among its members, who shall serve for a term of one year.

60. The Board and the Executive Director, in consultation with the City Manager, shall develop Standards of Professional Conduct and a comprehensive training program for Board appointees. Said standards shall be approved by the City Manager. Before assuming office and prior to beginning their duties, each member of the Board shall be required to complete a basic course of training, including courses at the Cincinnati Police Academy, instruction in constitutional and criminal protections, and ride-alongs with members of the CPD assigned to patrolling the City, in order to fully and adequately inform each Board member of the training and duties of Cincinnati police officers. Each appointee must promise to abide by the Standards and satisfactorily complete the training as a condition of appointment and prior to service on any cases. The Mayor, after consultation with the other Board members, may remove an individual from the Board for cause, including failure to strictly abide by (including action inconsistent with) the Standards or failure to properly discharge the duties of the office. The Mayor shall seek to act in a manner consistent with the recommendations of the other Board members.

61. The CCA will not commence operations until each member of the Board has satisfactorily completed the training program and promised to abide by the Standards. Until that time, OMI and the Citizens Police Review Panel shall continue in their current roles. Thereafter, new appointees to the Board shall be afforded up to a maximum of ninety (90) days to complete training and promise to abide by the Standards. The CCA shall assume jurisdiction over all of the police cases pending before OMI and the CPRP at the time of the transfer. There shall be no break in civilian review as a result of this transition.

62. The Board and Executive Director shall develop the specific procedures necessary for the CCA to carry out its mission, including the procedure to convene hearings on cases, procedures for investigations, procedures for coordination of work with CPD, and other operating procedures. Consistent with the City Charter, any procedures affecting the administrative service shall be approved by the City Manager.

63. Board members shall be compensated at the rate of $100 per meeting. The chairperson shall be compensated at the rate of $125 per meeting.

64. The City Solicitor shall provide legal counsel on a routine basis to the CCA. The City Solicitor shall designate an assistant city solicitor for the CCA who shall maintain independence from and not be involved with any other legal work involving the CPD or individual police officers. If the Board determines on an individual case that it requires outside counsel, it shall notify the City Solicitor. The Solicitor will respond to and cooperate fully with the Board to employ counsel whenever the Solicitor determines in the exercise of her professional discretion that there is the need for such outside counsel. If the City Solicitor determines that there is no need for outside counsel she shall explain her determination to the City Manager, who shall relay it to the Board.

Executive Director

65. The City Manager shall appoint the CCA's Executive Director, who shall be an unclassified employee of the City. The City Manager shall consult with the Board and seek the Board's recommendations, provided, however, that the final selection of the Executive Director shall be made by the City Manager. The Executive Director shall serve as an unclassified employee and may be discharged by the City Manager after consultation with the Board. This provision shall not relieve the City Manager of the duty to respect the need of the Executive Director to act independently, consistent with the duties of the Executive Director. The Executive Director will be accountable for the efficient operations of the CCA, and for the achievement of the desired outcomes set forth above.

66. The Executive Director shall have professional experience in the investigation of allegations of police misconduct, and he/she should be perceived as fair and impartial. To this end, the City Manager and other City officials, including elected officials, shall be prohibited from interfering with individual investigations.

67. The Executive Director shall be responsible for day-to-day operations of the CCA, including (i) recommendations for hiring of professional and support staff, (ii) preparation, submission and adherence to a budget, (iii) conduct and timely completion of investigations, (iv) reporting to the City on the CCA's work, and (v) maintaining an effective working relationship with the CPD and other branches of government. Within the resources allocated by City Council, the Executive Director shall ensure that the CCA's human and other resources are sufficient to ensure timely completion of investigations and maintenance of complete and accurate records.

68. As a condition of employment, all police officers and city employees are required to provide truthful and accurate information to the CCA. In addition to the foregoing, when a key witness other than a City employee refuses to cooperate in an investigation, the Executive Director may recommend to the Board that a subpoena be issued to compel such testimony, and the Board shall have the authority to request such a subpoena from City Council. Subpoenas for the attendance of persons shall be secured only through City Council. The Board shall have the authority to issue subpoenas for documents, photographs, audio tapes, electronic files and tangible things, subject to approval by the Board's legal counsel.

Investigators

69. The City's Office of Municipal Investigations currently has four full-time investigators assigned to police cases. The CCA shall have a minimum of five professional investigators and one support person to achieve timely completion of all investigations. Each investigator shall have prior professional experience in investigations, and may be a former police or other law enforcement officer from outside the City.

CCA Investigation Process

Intake and Assignment

70. Each citizen complaint, excluding matters involving criminal investigations, will be directed to the CCA regardless of where it initially is filed, and the Executive Director, in consultation with the Board, shall establish criteria to determine whether specific complaints are suitable for CCA investigation or referral to the CPD's Citizen Complaint Resolution Process (CCRP). At a minimum, the CCA shall open its own investigation upon (i) receipt of a complaint of serious misconduct, or (ii) knowledge by the Executive Director of allegations of serious police intervention.[5] The CCA will immediately provide the CPD with detailed information regarding the complaint, including the time and location of the underlying events and the name(s) of the officer(s) involved.

71. Where a complaint is to be investigated by the CCA, it will be assigned to an investigator within 48 business hours of receipt. The CPD shall notify the CCA Executive Director immediately upon the occurrence of a serious police intervention and the Executive Director shall immediately dispatch an investigator(s) to the scene. The CPD shall not interfere with the ability of the CCA investigator to monitor the work of the CPD at the scene and to monitor all interviews conducted by CPD. CCA investigators shall not physically enter the crime scene or delay or impede a criminal investigation.

72. The Chief of Police will retain the discretion to initiate a parallel CPD investigation of any complaint under investigation by the CCA. In addition, the CPD will investigate all complaints initiated within the Department (*i.e.*, where the complainant is a police employee).

CPD and City Cooperation

73. Police officers and other City employees will be required to submit to administrative questions consistent with existing constitutional and statutory law. See, e.g., CMC §13(f); §20(f)(5). The Executive Director of CCA shall have reasonable access to city records, documents and employees, including employee personnel records and departmental investigation files and reports consistent with Ohio public record laws. CCA investigations shall be conducted consistent with professional standards.

74. The Chief of Police and the Executive Director will develop written procedures that will assure the timely exchange of information and the efficient coordination of CCA and CPD investigations.

CCA Investigations

75. The CCA will complete its investigations within 90 days of its receipt of the complaint from a complaining citizen, provided, however, that the Executive Director may extend an investigation

[5] "Serious police intervention" shall include, but not be limited to, major use of force, shots fired or deaths in custody.

upon consultation with the Board. The time required to complete investigations will be a performance accountability measure.

76. Upon completion of a CCA investigation, the Executive Director will forward the investigative report to the Board. That report shall include any positive information about the officer that may be relevant. Similarly, where a complaint is referred to the CCRP, the CPD will report the results of that process to the CCA, and the Executive Director will submit those reports to the Board. Each CCA report shall include proposed findings and recommendations. The Executive Director shall recommend each report either for a Board hearing or summary disposition. The complainant and respondent officer(s) also will be provided the investigative report, and each may challenge the report and/or appeal the Executive Director's recommendation to the Board.

77. If the Board conducts a review hearing, its purpose shall be to confirm the completeness of the CCA investigation and approve or disapprove the Executive Director's report (findings and recommendations). The Board's review hearing will not be an adversarial proceeding and should not be used to reinvestigate the matter. The Board may receive witness testimony including that of the complainant and/or police officer(s). Interviews of city employees or other witnesses shall be conducted only in closed inquiry sessions unless the witness requests otherwise. Such sessions shall not be open to the public and shall include only CCA Board members, and any necessary staff or support personnel. A written record shall be kept of any statements, testimony, or other evidence obtained in such sessions. Any city employee directed to answer questions in an inquiry session shall be advised that the statements and answers given can be used only for administrative purposes relating to city employment and cannot be used in any criminal proceedings involving that employee. Such advice shall be consistent with the constitutional principles identified in *Garrity v. New Jersey.* The employee shall be further advised that a failure or refusal to answer truthfully and completely can subject the employee to disciplinary action including termination. Any employee directed to appear before the CCA for such an inquiry session may bring a legal representative or other support person of choice. Any police officer or complainant, who is directly involved in the circumstances under review, may also attend such sessions and may bring a legal representative or support person, who shall be strictly limited to consultation and such persons may not otherwise participate in the inquiry proceedings.

78. Following a hearing, the Board may either approve or disapprove the Executive Director's findings and recommendations. Where the findings and recommendations are approved, they shall be submitted to the Police Chief and City Manager. If they are disapproved, the Board shall state its reasons and may direct that further investigation be pursued. The Board may issue its own findings and recommendations, and submit them along with the Executive Director's original report to the Police Chief and City Manager. In all cases, the City Manager and Police Chief will refrain from making a final decision on discipline until after receipt of the CCA report. The City Manager shall agree, disagree or agree in part with any findings and recommendations of either the Board or the Executive Director, and she shall inform the Executive Director and the Board in writing of any reasons for agreeing in part or disagreeing with said findings and recommendations. It shall be the Executive Director's responsibility to inform the officer(s)involved in the complaint and the complainant when a final decision has been reached on a complaint.

79. Reports prepared by the CCA, the CPD or the City Manager pursuant to this process shall be publicly available to the extent provided by Ohio law.

Records

80. The CCA and CPD will create a shared electronic database that will track all citizen complaints, including the manner in which they were addressed (*e.g.*, CCA investigation or CCRP) and their dispositions. Subject to restrictions which may exist in any applicable collective bargaining agreements, this database also will capture data sufficient for the CCA and the CPD to identify officers involved in repeat allegations, citizens making repeat allegations and circumstances giving rise to citizen complaints. This data will be integrated into, or regularly shared with, an electronic information management system to be developed by the CPD. Procedures will be adopted to secure information which is not subject to release under Ohio law.

81. In addition to the foregoing, the CCA shall maintain its files for each investigation for a period of five years or such shorter period as may be provided in any applicable collective bargaining agreement. Where feasible, those files shall include tape-recorded interviews of officers, complainants and witnesses. These data will be made available for the accountability system.

Prevention

82. There are two methods used for reducing citizen complaints: (i) thorough investigation of officers charged with misconduct, and (ii) examination of complaint patterns to identify at-risk officers, citizens and circumstances. The former represents the traditional method of complaint prevention. The latter method involves an examination both of circumstances that lead to complaints and opportunities to alter those circumstances. It is a problem-solving approach that may prove effective in Cincinnati.

83. The CCA will examine complaint patterns that might provide opportunities for the CPD and community to reduce complaints. At a minimum, the CCA will look for three types of patterns: (i) repeat officers, (ii) repeat citizen complainants, and (iii) repeat complaint circumstances. Following the identification of such patterns, the CCA and the CPD jointly will undertake a problem-solving project to determine the reason(s) for the pattern and whether there are opportunities to eliminate or reduce root causes. Where feasible, this project should involve both affected officers and the community.

Information Dissemination

84. The CCA will develop a clear and direct information brochure to inform citizens how they can access the CCA and how the CCA operates. The City will make this brochure available to all citizens, including at public libraries and other public facilities.

85. The Executive Director will be responsible for working with the CPD and community to develop and implement an information plan that ensures officers and citizens fully understand the investigation, mediation, restoration, and prevention processes outlined above, and that the CCA's achievements are clearly articulated to the public and the CPD.

86. The CCA shall issue annual reports summarizing its activities for the previous year including a review of significant cases and recommendations. Such reports shall be issued to City Council and the City Manager, and made available to the public.

Resources and Redundancy

87. The City Council will allocate resources sufficient for the CCA and CPD to accomplish the foregoing.

88. The CPRP and police investigation functions of OMI will be eliminated, and associated resources will be allocated to the CCA.

89. ACCOUNTABILITY MEASUREMENTS

- Was the CCA established on a timely basis?
- Was the CCA fully staffed and resourced?
- Was an effective Memorandum of Understanding developed establishing a co-operative working relationship between the CPD and the CCA?
- How many complaints were handled and what were the categories of those complaints?
- What was the time to disposition of the complaints?
- What were the outcomes of the complaints?
- Was a mediation process established?
- Was a restorative justice process established and evaluated?
- Were basic goals/objectives/outcomes achieved?

VI. MONITORING AND DISPUTE RESOLUTION

90. The provisions of this Article VI shall be construed consistent with, and shall in no way modify or amend, the provisions of Paragraph 130.

Selection of the Monitor

91. Within 150 days of the execution of the City-DOJ Agreement, in accordance with the timetable set forth below, the Parties, together with the DOJ, will select a Monitor with law enforcement experience who will review and report on the Parties' implementation of, and assist with the Parties' compliance with, this Agreement.

a. Within 30 days of the execution of the City-DOJ Agreement, the Parties, together with the DOJ, jointly will issue a solicitation for bid proposals for appointment of the Monitor. In addition to a targeted national mailing, the solicitation shall be published in several national newspapers, and the websites of the Parties and the DOJ. The City shall bear the cost of publicizing the solicitation.

b. The deadline for the submission of such proposals will be 30 days after publication of the solicitation on City's website.

c. All proposals for providing the monitoring under this provision shall include, but not be limited to, plans for experts to be utilized, resumes and *curriculum vitae* of proposed experts, cost proposals, and any other information that the Parties and the DOJ deem necessary.

92. If the Parties and the DOJ are unable to agree on a Monitor within 150 days, each Party and the DOJ will submit two names of persons with law enforcement experience, along with resumes or *curriculum vitae* and cost proposals, to the Court, and the Court will appoint the Monitor from among the names of qualified persons submitted.

93. The Monitor, at any time, may request to be allowed to hire or employ such additional persons or entities as are reasonably necessary to perform the tasks assigned to him/her by this Agreement. The Monitor shall notify the Parties and the DOJ in writing if and when the Monitor wishes to select such additional persons or entities. The notice shall identify and describe the qualifications of the person or entity to be hired or employed and the monitoring task to be performed. If the Parties and the DOJ agree to the Monitor's proposal, the Monitor shall be authorized to hire or employ such additional persons or entities. Any Party or DOJ has ten days to disagree with the proposal. If the Parties and the DOJ are unable to reach agreement within ten days of receiving notice of the disagreement, the Court shall resolve the dispute.

94. The City shall bear all reasonable fees and costs of the Monitor. In selecting the Monitor, the Parties and the DOJ recognize the importance of ensuring that the fees and costs borne by the City are reasonable, and accordingly, fees and costs shall be one factor considered in selecting the Monitor. In the event that any dispute arises regarding the payment of the Monitor's fees and costs, the Parties, the DOJ, and the Monitor shall attempt to resolve such dispute cooperatively. If the Parties and the DOJ are unable to reach Agreement, the Court shall resolve the dispute.

95. In the interest of expediting the selection and contracting processes for the Monitor, the Parties and the DOJ shall be exempt from local contracting procurement regulations and all such regulations shall be considered waived for this purpose.

96. The Monitor shall not be subject to dismissal except upon good cause and the Agreement of all of the Parties and the DOJ or by the Court upon motion of one of the Parties or the DOJ and a showing of good cause.

Selection of the Conciliator

97. The Honorable Michael R. Merz, United States Magistrate Judge, will be appointed by the Court pursuant to Fed. R. Civ. P. 53 as the Conciliator for compliance with this Agreement.

Duties of the Monitor

98. The Monitor will only have the duties, responsibilities, and authority conferred by this Agreement. The Monitor shall not, and is not intended to, replace or take over the role and duties of any City or CPD employee. The Monitor may not modify, amend, diminish, or expand this Agreement.

99. The Monitor shall offer the Parties technical assistance regarding compliance with this Agreement. Technical assistance will be provided to a party upon request by that party, and it will be offered consistent with the provisions of this Agreement.

100. The City and the CPD shall provide the Monitor with full and unrestricted access to all CPD and City staff, facilities, and documents (including databases) necessary to carry out the duties assigned to the City and the CPD by this Agreement, provided, however, that the Monitor shall not have access to any materials protected from disclosure by the attorney-client privilege and/or work product doctrine. Any materials or information claimed to be protected by the attorney-client or work product privilege shall be logged with information including author, date, nature of the material, reason for the claim of privilege, and persons to whom the material was disseminated. The Monitor shall cooperate with the City to access people and facilities in a reasonable manner that, consistent with the Monitor's duties, minimizes interference with daily operations.

101. The Monitor shall retain any non-public information in a confidential manner and shall not disclose any non-public information to any person or entity absent written notice to the City and either written consent by the City or a court order authorizing disclosure. In monitoring the implementation of this Agreement, the Monitor shall maintain regular contact with the Parties.

102. The Monitor shall file with the Conciliator written public reports detailing the Parties' compliance with and implementation of each substantive provision of this Agreement. The first such report shall be 180 days after Court approval of this Agreement, and quarterly thereafter. The Monitor may make recommendations to the Parties regarding measures necessary to ensure full and timely implementation of this Agreement.

Compliance Reviews

103. In order to monitor and report on the Parties' implementation of this Agreement, the Monitor, shall, *inter alia*, regularly conduct compliance reviews to ensure that the Parties have implemented and continue to implement all measures required by this Agreement. The Monitor shall, where appropriate, when measuring compliance, employ appropriate sampling techniques.

104. Each Party shall designate a person or persons to serve as liaisons to the Monitor for compliance purposes. The City Solicitor shall serve as a liaison between the City and the Monitor, and shall assist with the City's compliance with this Agreement.

Reports and Records

105. Between 90 and 120 days following Court approval of this Agreement , and every three months thereafter until this Agreement is terminated, the Parties shall file with the Monitor a status report, including any supporting documentation, delineating all steps taken during the reporting period to comply with this Agreement.

106. During the term of this Agreement, and subject to record retention requirements and procedures imposed by state or local law, any existing consent decree, or any relevant collective

bargaining agreement, the Parties shall maintain all records documenting compliance with this Agreement and all documents required by or developed pursuant to this Agreement.

107. The Monitor shall issue quarterly public reports to the Parties and the Conciliator detailing the Parties' compliance with and implementation of this Agreement, after filing the first such report 180 days after Court approval of this Agreement. These reports shall not include information specifically identifying any individual officer. Drafts of the status reports will be provided to each of the Parties at least 10 days prior to publication to afford the Parties an opportunity to identify factual errors.

108. The Monitor shall not issue statements or make findings with regard to any act or omission of any Party, or their agents or representatives, except as required by the terms of this Agreement. The Monitor may testify in any enforcement proceedings regarding provisions of this Agreement and the Parties' compliance. The Monitor shall not testify in any other litigation or proceeding with regard to any act or omission of any Party, or any of their agents, representatives or employees, related to this Agreement or regarding any matter or subject that the Monitor may have received knowledge of as a result of his or her performance under this Agreement. Unless such conflict is waived by the Parties, neither the Monitor nor a member of his or her staff shall accept employment or provide consulting services that would present a conflict of interest with the Monitor's responsibilities under this Agreement, including being retained (on a paid or unpaid basis) by any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against the City or its departments, officers, agents or employees. The Parties agree to request an appropriate protective order for non-public records in the possession of the Monitor. The Monitor shall not be liable for any claim, lawsuit, or demand arising out of the Monitor's performance pursuant to this Agreement. Provided, however, that this paragraph does not apply to any proceeding before a court related to performance of contracts or subcontracts for monitoring this Agreement.

109. The reporting requirements set forth in Paragraphs 102 to 107 herein do not limit the reporting requirements under the DOJ-City Agreement.

Duties of the Conciliator

110. The Conciliator will evaluate the Monitor's reports, instruct the Parties on how to remedy areas of non-compliance and, if necessary, may issue an order pursuant to Fed. R. Civ. P. 53, on issues of compliance regarding particular provisions of this Agreement.

111. The Conciliator shall be responsible to review the quarterly reports of the Monitor and to determine whether each of the Parties is in compliance with the Agreement, pursuant to Fed. R. Civ. P. 53.

112. If the Conciliator determines that a Party is not in substantial compliance with a provision of this Agreement, he shall so inform the Party, and the Party shall have 60 days from receipt of such notice to cure the asserted failure. If the Party fails to cure the asserted failure within that period, then the Conciliator may without further notice, issue an order consistent with the Agreement. Any party may appeal said order pursuant to Rule 53.

113. If the Monitor determines in a report made pursuant to the City-DOJ Agreement that the City is not in substantial compliance with a provision of the City-DOJ Agreement, the Monitor shall notify the Special Litigation Section of DOJ in writing. If the DOJ declines after 60 days to move the Court for specific performance to correct persistent substantial non-compliance, then the Monitor shall notify the Parties to this Agreement of that dispute, and the Parties may request, and the Conciliator shall, giving due deference to the action or determination of the DOJ, determine whether the City is in substantial compliance with a provision of the DOJ Agreement. If the Conciliator determines that the City is not in substantial compliance with a provision of the DOJ Agreement, and if the City fails to remedy that non-compliance within 60 days of the Conciliator's determination, then the Conciliator shall issue an order directing such compliance pursuant to Fed. R. Civ. P. 53. In the event a Party disagrees with the Conciliator's order, that Party may appeal to the Court pursuant to Rule 53. The Parties agree that the Department of Justice shall be permitted to intervene beginning at the Conciliator level regarding the terms of the City-DOJ Agreement with the Court in the event of such proceedings.

114. Pursuant to the dispute resolution process set out in this Agreement, in the event that the Court finds that any Party has engaged in a material breach of the Agreement, the Parties hereby stipulate that the Court may enter the Agreement and any modifications pursuant to paragraph 124 as an order of the Court and to retain jurisdiction over the Agreement to resolve any and all disputes arising out of the Agreement.

VII. INDIVIDUAL ACTIONS, MEDIATION

115. All litigation matters regarding the damage claims in the case at bar (*Tyehimba v. City of Cincinnati*) and the following cases, in which the statute of limitations have not expired, are tolled until July 1, 2002:

Antonio Johnson v. City of Cincinnati, Case No. C-1-99-1063
Matthew Shaw v. City of Cincinnati, Case No. C-1-00-1064
Mark A. Ward v. City of Cincinnati, Case No. C-1-99-494
Charles A. Wiley v. City of Cincinnati, Case No. C-1-00-267
Lisa Youngblood-Smith v. City of Cincinnati, Case No. C-1-00-434
Elsie Carpenter v. City of Cincinnati, Case No. C-1-99-227
Nathaniel Livingston v. Thomas Streicher, Case No. C-1-01-233
Lasha Simpson v. Thomas Streicher, (re force on 4/14/01)(to be refiled federal court)
Claim of Vinnie Clarke and Terry Horton
Claim of William Haysbert
Claim of John E. Harris
Claim of Ms. Stephanie Keith and Paul Keith
Claim of Enrico Martin
Claim of Roderick Glenn
Claim of Arnold White
Claim of Tony Stillwell
Claim of Sheila Barnes
Claim of Iweka Okaraocha
Claim of Patricia Watkins

Undersigned Plaintiffs' counsel are counsel of record for the above and are authorized to so stipulate on their behalf.

116. The Parties agree to develop an expedited arbitration process for the above cases within thirty days of the approval of this Agreement. The process will include a provision for an exchange of lists by the City, the attorney for any individual defendants and the claimants of the cases and claims each party is willing to submit to arbitration. All statutes of limitation that have not expired are tolled until July 1, 2002 in the above matters. All settlements achieved shall be available to the public. For any case on the above list that is not settled by July 1, 2002, that case may be filed if not already filed or returned to the active litigation docket if already pending.

VIII. MISCELLANEOUS PROVISIONS

117. This Collaborative Settlement Agreement is the product of extensive arms-length negotiations by competent legal counsel for the Parties.

118. The Parties agree that they are entering into this class action settlement agreement for settlement purposes only. Any acquiescence or agreement to the class certification in this case does not constitute an admission of liability or fault by the City of Cincinnati and may not be used as evidence in any proceeding for damages by any member of the class.

119. No Party shall retaliate in any manner against any other Party or person for their participation in this case.

120. All Parties hereto agree to exercise their best efforts and to take all reasonable steps necessary to effectuate the Settlement set forth in this Agreement.

121. This Agreement constitutes the entire Agreement among the Parties with regard to the subject matter of this Agreement.

122. Any notice, request, instruction or other document to be given hereunder by any Party hereto to any other Party (other than class notification) shall be in writing and delivered personally or sent registered or certified mail, postage prepaid, to the Parties as follows:

To: City of Cincinnati

City Manager Valerie Lemmie with a copy to
City Solicitor Fay D. Dupuis
City Hall
801 Plum Street
Cincinnati, OH 45202

To: Class Counsel and Plaintiffs or class members:

Alphonse A. Gerhardstein
Class Counsel
1409 Enquirer Building
617 Vine Street
Cincinnati, OH 45202

Kenneth L. Lawson
Class Counsel
1575 Kroger Building
1014 Vine Street
Cincinnati, OH 45202

Scott T. Greenwood
Class Counsel
1 Liberty House
P.O. Box 54400
Cincinnati, Ohio 45254-0400

ACLU Foundation of Ohio, Inc.
4506 Chester Avenue
Cleveland, OH 44103

To: Fraternal Order of Police

Don Hardin
Steve Lazarus
915 Cincinnati Club Building
30 Garfield Place
Cincinnati, OH 45202

123. This Agreement is a public document and shall be posted on the websites of the City or CPD and of the Plaintiffs.

124. This Agreement may only be modified in writing and on consent of the Parties.

125. The Parties agree to join in a motion to approve a class action settlement that will incorporate the terms of this Agreement and protect the City from other lawsuits seeking injunctive relief on the matters addressed herein. Further, the Parties agree that this is not a consent decree and stipulate to continuing jurisdiction and venue in the United States District Court for the Southern District of Ohio for enforcement in accordance with this Agreement's provisions. Further, the Parties agree that this matter may be appropriate for administrative processing in the Court's discretion after the fairness hearing.

126. This Agreement will terminate five years after the Court's approval of this Agreement. The Agreement may terminate earlier if the City-DOJ Agreement between the City and DOJ has terminated, and if the Parties agree that the Plaintiffs, the FOP and the City have substantially complied with each of the provisions of this Agreement and maintained substantial compliance for at least two years. Such Agreement will not be unreasonably withheld. If the Parties do not agree, the issue of early termination shall be submitted to the Conciliator. The burden shall be on the party owing the duty to demonstrate that it has substantially complied with each of the relevant provisions of the Agreement and

maintained substantial compliance for at least two years. For the purposes of this paragraph, "substantial compliance" means there has been performance of the material terms of this Agreement. Materiality shall be determined by reference to the overall objectives of this Agreement. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance shall not constitute substantial compliance.

Long-Term Fiscal Impact Of Collaborative Agreement

127. The Plaintiffs agree to take lead responsibility for securing funding for the Community Partnering Program through grant applications to local and national philanthropic organizations. The other Parties agree to assist with the grant application process as needed. It is estimated that such cost will total at least $175,000 per year early in the Agreement but that cost could be reduced as CPOP takes root in the community.

128. The other costs associated with this Agreement shall be the responsibility of the City subject to the provisions of this section.

129. The Parties agree that for the purposes of budgeting, all technology purchases, one-half of the increased expenditures associated with civilian review of alleged police misconduct, one-half of the police staffing expenses and one-half of the monitoring costs necessary will be required to satisfy the terms of the City-DOJ Agreement, regardless of the relationship between the DOJ and the Collaborative Agreement. The Parties will cooperate in seeking federal and private assistance with those costs. The City will be ultimately responsible for those costs.

130. The Parties estimate that the overall cost attributable to the City of meeting the terms of this Agreement, other than the costs of the preceding paragraph attributable to the City-DOJ Agreement, is five million dollars. These costs include, e.g., the costs of implementing CPOP, implementing and evaluating the Parties' mutual accountability, monitoring, and operating civilian review. If the overall cost to the City under this Agreement is in excess of an average of one million dollars per year over the life of the Agreement, or in excess of one million two hundred fifty thousand dollars in the first year, the Parties shall revisit the schedule for implementation of the terms of this Agreement to determine if that schedule should be modified in light of the cost.

131. Any procurement of services or goods under the terms of this Agreement shall be open to all persons, including African-Americans, regardless of race or gender and affirmatively available to all African-American vendors, consistent with City policy.

132. During the life of this Agreement, if any Party is unable to meet an interim or long-term goal due to finances, that Party shall notify the others and the Monitor of the problem, all efforts that have been taken to resolve the problem, and any plan to address the problem in the future. The Monitor shall investigate the relevant facts and make a recommendation on the issue to the Parties and the Conciliator.

Parties:

Rev. Damon Lynch, III
Cincinnati Black United Front

Scott T. Greenwood
American Civil Liberties Union of Ohio Foundation, Inc.

Charlie Luken, Mayor
The City of Cincinnati

Valerie Lemmie, City Manager
The City of Cincinnati

Roger Webster
The Fraternal Order of Police

Plaintiffs' and Proposed Plaintiffs' Class Counsel:

Kenneth L. Lawson
Trial Attorney for Plaintiff Class

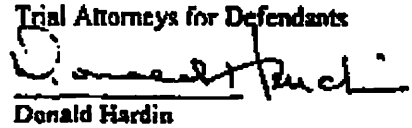
Scott T. Greenwood
Trial Attorney for Plaintiff Class

Alphonse A. Gerhardstein
Trial Attorney for Plaintiff Class

Defendants' Counsel:

Fay D. Dupuis
City Solicitor

Trial Attorneys for Defendants



Donald Hardin
Trial Attorney for Individual Defendants
And the Fraternal Order of Police

202001593

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

In re Cincinnati Policing	:	**Civil Action No. C-1:99-cv-3170**
	:	**Judge Susan J. Dlott** **Judge Michael R. Merz**
	:	
	:	**COLLABORATIVE AGREEMENT PLAN**

I. INTRODUCTION

The City of Cincinnati and the parties recognize that the effort to transform police-community relations will continue even though the Collaborative Agreement (CA) has come to an end. This Plan will serve as a guide in the ongoing, continuous effort to improve police-community relations as envisioned by the CA.

The CA called for the adoption of Community Problem-Oriented Policing (CPOP), mutual accountability and evaluation, bias-free policing and the establishment of the Citizen Complaint Authority (CCA). The Agreement also incorporated the terms of a Memorandum of Agreement between the City of Cincinnati and the United States Department of Justice which focused on use of force and officer accountability. In August 2007, the City and the Plaintiffs agreed to extend portions of the CA for one additional "Transition Year" to fully implement the adoption of Problem-Solving as the City's principal crime-fighting strategy to address crime and disorder problems. Doc. 265. The Monitor team

issued its 21st Monitor Report on July 24, 2008, which thoroughly reviews the efforts of the parties during the transition year.

A. City Action During the Transition Year

During the initial months of the transition year, the Cincinnati Police Department (CPD) created or updated numerous processes and procedures, including a new procedure on problem-solving, a new Problem-Solving Tracking System for documenting projects and a Problem-Solving Guide to educate and assist officers in their efforts. Problem-solving was included in training for supervisors, officers, recruits, field training officers and new supervisors.

The CPD established a Process Improvement Team (PIT) to develop in-house expertise and knowledge about collaborative problem-solving. A smaller sub-group of the PIT began meeting on a monthly basis in November 2007 to review ongoing problem-solving projects and to build advanced problem-solving skills. This focus group consisted of select District supervisors, crime analysts, Neighborhood Liaison sergeants and officers, investigative officers, Community Relations Section staff and Community Police Partnering Center (CPPC) personnel. The Federal Monitor provided extensive training in various aspects of SARA and problem-solving. The project presentations exposed both the PIT members and presenters to a wide variety of crime and safety problems that are conducive to non-traditional innovative approaches as well as a host of techniques and solutions to reduce or eliminate them. The efforts and achievements of the PIT significantly increased the CPD's understanding of problem-solving.

During the Transition Year the Parties hosted a forum to discuss the findings of the 2007 RAND Report and City Manager Milton Dohoney convened a series of meetings with police and community representatives to address ongoing issues regarding traffic stops.

B. Community Action During the Transition Year

In the Fall of 2007 the Andrus Family Fund (which was helpful in providing matching funds to initiate the Collaborative) awarded a grant to help ensure effective communication regarding collaborative reforms throughout the community, particularly the African American Community. An important goal was to ensure that any communication be mutual so that the perceptions of the community be accurately noted and the opinions and continuing concerns of the community be adequately addressed. A retreat of city and community stakeholders was held in the Fall of 2007 and a communication plan was designed following the retreat. A grant from the Better Together Cincinnati Fund of the Greater Cincinnati Foundation supplemented the Andrus grant and provided for the writing and dissemination of a document that could be used to facilitate the dialogue with and among the Collaborative stakeholders. Several meetings were held during the transition year seeking to design and implement a broad based communication effort.

During the transition year the community and police joined in macro-problem-solving efforts such as the Cincinnati Initiative to Reduce Violence (CIRV), CeaseFire, and Out of the Cross-Fire. Ongoing problem-solving projects also continued within the CPD and the Community Police Partnering Center. The

annual banquet recognizing those ongoing efforts was held at the Cintas Center on October 25, 2007. All of the parties participated.

C. Court Order Directing Parties to Establish Plan

As the transition year nears its end, the Court has ordered the City and the parties to develop a plan that demonstrates how the City and the parties will:

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 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. (see Doc. 276).

II. PLAN

A. Maintain progress in implementing problem-solving; continue and advance problem-solving; institutionalize problem-solving as the principal crime fighting strategy for the Cincinnati Police Department

The CPD will be directly responsible for maintaining progress, continuing, advancing and institutionalizing problem–solving throughout the police department. To accomplish these tasks and realize the full benefit of the problem-solving process, the CPD must take full advantage of the recent advancements made in the field of crime analysis. The ability to track crime, pinpoint the

conditions driving crime and even predict future crime must be an integral part of developing and implementing problem-solving projects.

With these goals in mind, the CPD has established a second Process Improvement Team (PIT2) to study and review both the Problem-Solving and Crime Analysis processes. PIT2 will provide recommendations as to the most effective and efficient means of melding the two processes together to garner the maximum benefit to the CPD and the City.

1. PIT2 Action Plan

Co-chaired by two district commanders, PIT2 is made up of CPD representatives of various ranks from Patrol Bureau, Investigations Bureau, Information Management Bureau, Administration Bureau, and the Community Relations Section. In addition, representatives from the University of Cincinnati's Policing Institute (UCPI) and the Community Police Partnering Center are members of the team.[1] The recommendations of PIT2 will complement and expand upon the work of the original PIT to bring the benefits and understanding of problem-solving to the districts and to all police personnel.

At the initial meeting on July 18, 2008, team members discussed the goals and direction of the group. The main objective of this group was to design a process to efficiently unite problem-solving with crime analysis to assist the police command staff in addressing the core causes, frequency and nature of crime, as well as, developing strategies and tactics designed to produce maximum benefit to the City. The initial brainstorming session included discussions about the selection of applicable problem-solving projects, auditing of projects,

[1] See Organizational Chart (attached as exhibit A to the Collaborative Agreement Plan).

developing project updates/progress report presentations for Command Staff meetings, and the importance of including and receiving input from the community. An example of a crime analysis HAZARD report (High Activity Zone and Resource Deployment or crime "hot spot" analysis) was reviewed to familiarize the group with some of the capabilities and work product of the crime analysts. The connection between the team's project and both the Real-Time Crime Center and Strategic Plan was also discussed. The Community Relations Section was tasked to begin developing a community survey in conjunction with UCPI to ascertain the most effective methods of involving the community in the problem-solving process.

During the next meeting on July 25th the PIT2 team was divided into four sub-committees, allowing a more focused, intense review and defining specific goals for each:

- Project Frequency / Selection Committee: Tasked to review Procedure 12.370 Problem-Solving and the Neighborhood Liaison Process and police practices related to the project selection process and develop a plan to improve the quality and viability of problem-solving projects, as well as a recommendation on scheduling presentations at the weekly Command Staff meeting.
- Crime Analysis Committee: Tasked to develop a strategy to interconnect crime analysis with problem-solving and City-wide crime trends. Emphasis will be on data and analysis driven real-time crime reporting and forecasting future crime patterns utilizing the most current crime data.

- Training Committee: Tasked to review how problem-solving has been integrated as the principal crime-fighting strategy for the CPD through training, and to develop a plan to ensure CPD members continue to receive ongoing instruction through Training Bulletins, roll call training, In-service, FTO and recruit training.
- Final Business Plan: Tasked to coordinate and organize all recommendations of PIT2 into a final plan to be submitted for approval, including any subsequent department procedure or form revisions.

Each sub-committee is led by 1 – 2 Lieutenants, who were instructed to meet prior to the next PIT2 meeting to begin discussing improvement ideas. During the next PIT2 meeting on July 31st, ideas were exchanged, compared and deliberated to ensure recommendations from one committee would complement recommendations from another. Additional considerations emerged from the discussions and were incorporated into the responsibilities of the most relevant sub-committee.

The community survey was reviewed and refined by UCPI and it was recommended that the distribution of the survey initially be limited to community group members who have been involved in problem-solving projects. This type of distribution is necessary to ascertain how communication with police regarding problem-solving has worked for citizens thus far and to obtain ideas for improving its effectiveness. The findings of the survey will be utilized to improve processes and systems governing interactions between the community and police personnel. Once the initial input is received and analyzed, a more widely

distributed survey will be considered. The police department will also coordinate its community engagement efforts with the community dialogue/engagement action described below.

The sub-committees continue to meet independently; the PIT2 Team last met on August 14th. The projected date for submission of the Final Business Plan recommendations to the Chief is November 3, 2008.

ACTION	WHO	WHEN	DESCRIPTION
Procedure 12.370	PIT2	November 3, 2008	Procedure 12.370 for Problem-solving and the Neighborhood Liaison Process. Problem-solving is and will continue to be the principal crime fighting strategy for the Cincinnati Police Department. This procedure will remain integral to the Department and its mission. The procedure will be examined and, if necessary, modified consistent with best practices. With the goal of increasing the quality of analysis, response, and assessment, PIT2 will review how many projects per month should be conducted and how long projects should take consistent with the recommendations of the 21st Report of the Monitor (p. 17-20).
Explaining Need for Continued change toward Problem Solving	Command staff	Ongoing	As recommended by the 21st Report of the Monitoring Team (p. 7 – 8), the Police Command Staff will continue to support the implementation and cultivation of problem-solving. Policing that is data driven is more defensible to communities of color.
PSTS Database (Problem-Solving Tracking System)	PIT2	November 3, 2008	The tracking system for problem-solving projects will remain in place. Improvements to operation of the database will be considered. Monitoring and auditing of problem-solving projects will continue. PIT2 will examine a range of options for auditing problem-solving projects

			from having the Community Relations Section perform the audit to requiring District Commanders to conduct the audits as part of the CALEA certification process. Every effort is being made to spread problem-solving into all levels of the Department. The recommendations of the Monitoring team (21st Report, p. 10-15 and 20-22) will be addressed in this review including but not limited to the length of time problems are tracked; thoroughness of analysis; detail of problem description; creativity of responses; use of POP guides when developing responses; minimizing displacement; and effective use of short and long term data sets, including the repeat databases (victim, offender, and location) to help identify problems for problem-solving.
CIRV	CIRV	March 9, 2009	CIRV is a large, interdisciplinary effort to reduce violence in Cincinnati. This project will continue to be supported subject to budgetary constraints. The University of Cincinnati Policing Institute will evaluate the impact of CIRV in Spring 2009.
CEASEFIRE	Partnering Center	Ongoing	The Board of the Partnering Center passed a motion on August 8, 2008 stating, "Ceasefire shall become the moral voice strategy of the CIRV initiative." The Board of the Partnering Center has developed a committee to explore how to achieve this goal. In addition, protocols are being developed for to improve collaboration between the Partnering Center and the Cincinnati Police Department in working together on problem-solving projects.
Out of Cross-	CPD	Ongoing	CPD will work with Out of Crossfire

Fire			Board and ensure close coordination with CIRV and Ceasefire.

B. Assess if there is a bias in pedestrian and traffic stops, including treatment of drivers and passengers during traffic stops;

The City Manager has personally taken the lead and is working with representatives from the community to address concerns regarding policing bias and continuation of the reforms commenced under the Collaborative Agreement, as well as to assess the efforts of the community to improve police-community relations as outlined in the mutual accountability provisions of the CA. The City Manager is forming an Advisory Group that will meet bimonthly for the first year to review progress. In this regard, the City Manager's Advisory Group will assume much of the oversight role that has been performed by the Federal Monitor and his team. Participation on this group is evolving from a work group that had been formed several months ago to work on the issue of traffic stops as highlighted in the *RAND Report*.

Composition of the Advisory Group will include members of the Police administration, FOP, and people from various aspects of the community.[2] The agendas for the meetings will be built pragmatically with presentations on actual problem-solving projects, and updates on police training. Additional topics to be discussed include the review of various reports on officer conduct, such as, future *RAND Reports,* Citizens Complaint Authority reports, community efforts to improve police-community relations, and findings of the CPD's Employee Tracking Solutions (ETS) risk management system.

[2] A current roster of the Advisory Group is attached as exhibit B to the Collaborative Agreement Plan.

These meetings will be conducted using a facilitated format and will attempt to provide an environment where trust and relationships between the members will grow over time.

This effort will not supplant but rather will complement other endeavors that are underway. The Advisory Group will also review current and future efforts to enhance police community relations.

Finally, as mentioned previously, the City Manager convened a group to examine the topic of traffic stops. Meetings were held on the campus of Cincinnati Christian University. The group has covered a great deal of ground. It is the City Manager's intent to conclude that topic with the original group before seating the new members.

C. Conduct ongoing evaluation of police-community relations

The evaluation of police-community relations is a task that will require the concerted effort of everyone involved. The City Manager's Advisory Group will serve as one forum for the discussion and review of the perception of police-community relations. The next RAND report will be released in January of 2009. This report will contain the results of the neighborhood opinion survey, which is designed to survey the public's level of satisfaction with the Department.

The parties seek to promote an honest ongoing dialogue between the police and the community, particularly African American community. This will ensure education about the Collaborative reforms and secure accurate feedback regarding emergent problems and present challenges. The dialogue shall include education of the public about complaint processes as well as the reporting of positive conduct on the part of the police.

ACTION	WHO	WHEN	DESCRIPTION
Oversight and Auditing	City Manager Advisory Group	Fall 2008	The City Manager's Advisory Group will assume much of the oversight role that has been performed by the Federal Monitor and his team. The Year Four RAND Report will be issued in January 2009. The report will include information from a neighborhood opinion survey on police-community relations. The survey will examine the public's level of satisfaction with the Police Department. This information will be reviewed by the Advisory Group. The Advisory Group will determine the best way for the public to access the information and what if any subsequent steps need to be taken.
Contact Cards	Cincinnati Police Department	ongoing	Contact cards will continue to be collected by the Department as required by the Racial Profiling Ordinance, enacted in February 2001. The City will continue to analyze the data collected from the contact cards so that the valuable insights from this data are not lost.
Presentation to Department Directors on Problem-solving	Cincinnati Police Department	September 8, 2008	Representatives from CPD District 5 and Homicide will present their problem-solving projects to City department heads. These presentations will inform department directors on the benefits of

			utilizing the problem-solving process. The City Manager would like Department Directors to consider, where practical, the problem-solving process to address repeat problems, not resolved through traditional means. Equally important, departments will more readily provide specific resources when necessary for problem-solving projects.
Transition Event	Better Together Cincinnati and Andrus Family Fund Working Group[3]	4th Quarter 2008	Convene Friends of Collaborative and stakeholders for celebration and education about reforms
Witness to Change Brochure Published	Better Together Cincinnati and Andrus Family Fund Working Group	4th Quarter 2008	Document text summarizes reforms and acknowledges ongoing concerns
Community Dialogue/Engagement	Better Together Cincinnati and Andrus Family Fund Working Group	Each Quarter through 2008 - 2009	Collaborative stakeholders will be engaged to discuss current perceptions/problems and learn how to be engaged with Partnering Center and police problem-solving efforts. Promote dialogue with police that educates public about complaint processes but

[3] As of August 21, 2008 the working group consists of a steering committee, Donna Jones Baker (Urban League); Alexander DeJarnett (NAACP); Alphonse Gerhardstein (ACLU); Milton Dohoney (City), and Don Hardin (FOP) and the following individuals : Patricia Bready, Marie Gemelli-Carroll, Iris Roley and Meghan Clarke.

			also offers public opportunities to recognize officers for positive conduct.
Media and Public Relations	Better Together Cincinnati and Andrus Family Fund Working Group	As appropriate throughout the time period	Produce communication tools that will move information into the public arena, improving access and providing opportunities for dialogue in person, in print and internet.

III. CONCLUSION

The City of Cincinnati, the CPD, and the Parties are dedicated to the requirements and aspirations of the Collaborative Agreement. With this Plan, the City, the CPD, and the Parties will remain engaged in an ongoing effort to improve police-community relations throughout the City of Cincinnati. The City, the CPD, and the Parties wish to thank the Monitor and his team and this Court for their tireless efforts on behalf of the citizens of Cincinnati.

Respectfully Submitted,

Class Counsel:

/s/ Alphonse A. Gerhardstein
Alphonse A. Gerhardstein
Scott T. Greenwood
Trial Attorneys for Plaintiff Class

Defendant City Counsel:

/s/ Patricia M. King
Patricia M. King
Interim City Solicitor
Trial Attorney for Defendant City of Cincinnati

Queen City Lodge No. 69, FOP, Counsel:

/s/ Donald E. Hardin
Donald E. Hardin
Queen City Lodge No. 69, FOP, Counsel

Approved:

_____
Saul Green
Monitor

202001598

city of
CINCINNATI
Interdepartment Correspondence Sheet

June 2, 2017

FOR YOUR INFORMATION

To: Mayor and Members of Council

From: Harry Black, City Manager HB

Subject: Collaborative Agreement Refresh

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 Hils 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. 75X1029

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 15th.

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.

e. **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:

Lte. Teresa Theetge
Cincinnati Police Department
310 Ezzard Charles Dr., 2nd 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., 2nd 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: _____
Print Name: Harry Black
Its: _____
Date: 5 / 3, 2017

By: _____
Saul Green

Date: _____, 2017

RECOMMENDED BY:

_____
Eliot Isaac, Police Chief

APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:

_____
Markiea L. Carter, Director

APPROVED AS TO FORM:

_____
Assistant City Solicitor

CITY PURCHASING APPROVAL:

_____
Patrick A. Duhaney, Chief Procurement Officer

CERTIFICATION OF FUNDS:

Date: 03 MAY 2017
Funding: 369x222x4400x7289
Amount: $299,260.

_____
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 21st Century Policing Initiative.

The work plan has been divided into four key components:

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
      - Analysis via Police Records
      - 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
      - BWC reviews
      - Progress report schedule
   c) Review types of data captured by CPD: the department as a whole and individual officers when identified / flagged
      - Injuries to citizens & officers at arrests
      - Types of weapons used
      - If alternatives to force were utilized
      - 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

- 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
- Outcomes examined for trends and differences

b) CPD Staffing – Hiring, promotion and transfer processes

- Years of experience
- Amount of time in assignments
- Additional criteria

Community Problem-Oriented Policing Strategy

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

- **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.
- **November 1-30, 2017** – IC review of evaluation. IC will submit a written Progress Report to the City.
- **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
- CPD
  - i. PIVOT
  - ii. CIRV
- Other City departments/organizations
  - i. CCA
  - ii. Community Police Partnering Center (CPPC)
- Community members and organizations
- 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
      - Introduction of PS in Phase I (Academy)
      - PS project during Phase II (District)
   b) CPD In-service; New Supervisor; FTO
   c) Other City departments
   d) Community stakeholders
      - Include youth involvement
      - Community councils
      - Community development corporations
      - Faith-based groups
      - Non-profits
   e) CPPC involvement/responsibilities

5. Accountability
   a) Current audits of PS projects
      - Effectiveness
      - Use of consistent measurements
      - Successes and failures
   b) Publication of PS activities
      - Sharing project results with community
        i. Quarterly or bi-annual reports/newsletter on City website
      - 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
      - Have participant's papers/knowledge been utilized to promote PS
      - 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

Consultant	Hourly Rate
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

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

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EXHIBIT C

city of
CINCINNATI
Interdepartment Correspondence Sheet

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.

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

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

city of CINCINNATI

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

W.Y. 9/21/2020

Earl Brown

202001622

From: Jean Brown <wilmajeanbrown@gmail.com>
Sent: Sunday, August 30, 2020 6:14 PM
To: mayor.cranley@cincinnati-oh.gov; christopher.smitherman@cincinnati-oh.gov; chris.seelbach@cincinnati-oh.gov; jan-michel.kerney@cincinnati-oh.gov; greg.landsman@cincinnati-oh.gov; david.mann@cincinnati-oh.gov; jeff.pastor@cincinnati-oh.gov; pg.sittenfeld@cincinnati-oh.gov; wendell.young@cincinnati-oh.gov
Subject: Baker Concrete Construction

I am a longtime resident and homeowner of the West End. On behalf of all residents on Bauer Ave. Baker Concrete Construction, Inc for the past seven days have parked their equipment above our homes without consideration for OUR safety, or the peaceful enjoyment of our homes (includes the airspace above our homes). Imagine tons of steel hanging above your home day and night!

I have had a conversation with Mr. Mark Kelly(BCC) he told me to talk to his lawyer or Mayor John Cranley. I spoke with Mr. Collin Bryant(BCC) on 8/29.

This situation is stressful,unlawful and unpredictable.

I (we) would appreciate your assistance.

Earl Brown
414 Bauer Ave.
513 579 0888

W.Y.
9/21/2020

Private Airspace. 9/17/20

Owning land, including owning the earth under the surface and airspace above the surface:

Reference : KMK /Law 1 East Fourth Street,Cincinnati.(Keating Muething & Kiekamp. PLL) Represents FCC.stadium.

On May 3, 2019. KMK issued. " In the interest of public safety, privacy and security FCC prohibits any unauthorized individuals from operating UAS in, around and over the Stadium construction site ."

According to the Supreme Court, Private airspace ends somewhere between 80 -500 feet above the ground. An entry into another's airspace is a trespass.

Clearly to me, FCC and Becker Construction Inc. should practice what they preach. By ignoring my rights to a comfortable life style and safety are signature of their past behavior regarding residents of the West End community.

Thank you, I would appreciate your assistance.

Earl Brown

cc; Cincinnati City Council Members

W.Y.
9/21/2020

Met with Mr. Gerald Checco via David Mann (9 / 15/ 2020) 513 -352 -4610

- Provided copies of concerns regarding FCC Stadium West Garage.
- Mr. Checco to share copies with other council members and Mayor Cranley

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Agenda Pending.

- To meet with i.e

  Mark Mallory, FCC. Community Development Dir.

- Keith Blake, West End Community Council
- Carl Linder lll, CEO, Controlling Owner
- Questions:
- Entrance or Exit off Bauer Ave. Yes / No
- Façade / Landscape (green space) height of trees
- Emitting of stadium light and street light.
- Tail -gate parties (space limit)
- Street Parking (suggest one- way , East or West)
- Sidewalk repair.

W. Y.
9/21/2020
CN

9/14/200

Earl and Jean Brown

414 Bauer Ave., Cinti. OH 45214

513 – 579-0888

Mr. Wendell Young:

City Hall 801 Plum St.

Cinti., OH. 45202

I am providing an itemized list of concerns being experience by homeowners and tenets residing on Bauer Ave.

Re: The FCC West Garage is being constructed within 100 feet of our front entrance.

Since June 2020, Becker Concrete Construction, builder.

1) Unauthorize use of Airspace . . . no assurance of risk
2) Damage to automobiles . .. concrete dust exterior/interior
3) The façade and lighting. . .likely to be environmental disruptive
4) Parking problems . . .5/6 days a week

Your assistance would be greatly appreciated.

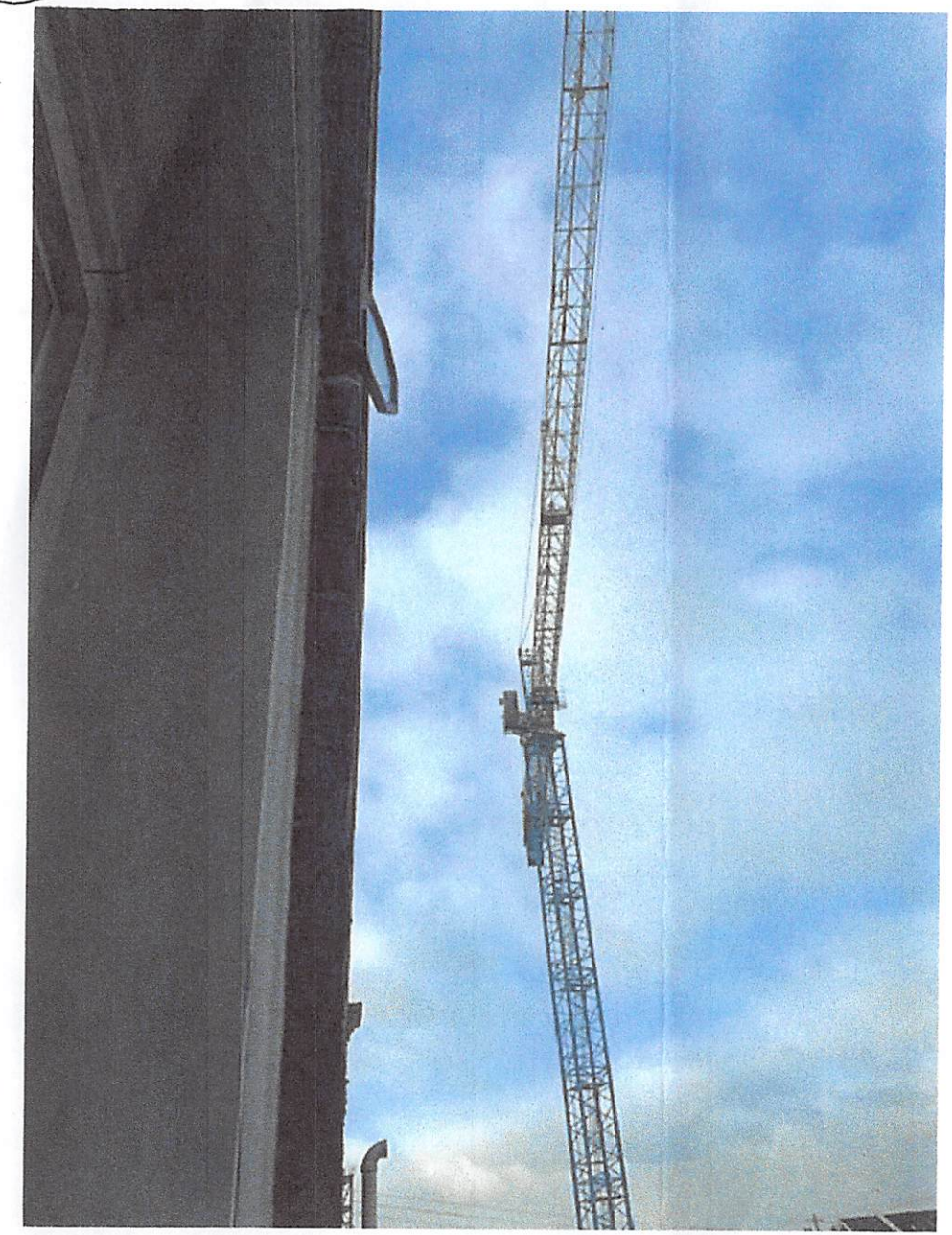
Sincerely,

Earl Brown

3 Attachments

W.Y. 9/21/2020

1 of 2



A View from my deck.

W.Y. 9/21/2020