



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Law & Public Safety Committee

Chairperson Christopher Smitherman
Vice Chair David Mann
Council Member Betsy Sundermann
Council Member Jan Michele Kearney
Council Member Greg Landsman
Council Member Steven Goodin
Council Member Liz Keating

Tuesday, April 27, 2021

9:00 AM

Council Chambers, Room 300

PRESENTATIONS

UC HEALTH PRESENTATION

Dr. Stewart Wright, Associate Chief Medical Officer

GREATER CINCINNATI WATER WORKS ENHANCED LEAD PROGRAM UPDATE

Cathy Bailey, Director, Greater Cincinnati Water Works

Verna Arnette, Greater Cincinnati Water Works

Leslie Moening, Greater Cincinnati Water Works

AGENDA

1. [202001680](#) **REPORT**, dated 10/14/2020, submitted by Paula Boggs Muething, Interim City Manager, regarding Jurisdiction Agreements.

Sponsors: City Manager
Attachments: [Report](#)
[2019 Mutual Aid Master](#)
[Cincinnati Signed](#)
2. [202002155](#) **REPORT**, dated 2/3/2021, submitted by Paula Boggs Muething, City Manager, regarding Motion to Implement Cincinnati Black United Front and Ohio Justice and Policy Center Recommendations. (SEE REFERENCE DOC #202000774)

Sponsors: City Manager
Attachments: [Report](#)
[Attachment](#)

3. [202002158](#) **REPORT**, dated 2/3/2021, submitted by Paula Boggs Muething, City Manager, regarding CPD Response to Report on Police Reform and Racial Justice. (SEE REFERENCE DOC #202001895)
- Sponsors:** City Manager
- Attachments:** [Report](#)
4. [202101427](#) **RESOLUTION**, submitted by Councilmember Goodin, **URGING** Hamilton County Municipal Court to reconsider its interpretation of the Sixth Circuit Court of Appeals and extend the eviction moratorium.
- Sponsors:** Goodin
- Attachments:** [Transmittal](#)
[Resolution](#)
5. [202101428](#) **ORDINANCE (EMERGENCY)** submitted by Councilmember Landsman from Andrew W. Garth, City Solicitor, **PROHIBITING** the initiation or ongoing prosecution of actions for forcible detainer and entry ("eviction") brought under Ohio Revised Code Chapter 1923, "Forcible Entry and Detainer," for so long as the State of Emergency declared by the Governor of the State of Ohio on March 9, 2020 exists, where the sole basis for filing such eviction action is the nonpayment of rent.
- Sponsors:** Landsman
- Attachments:** [Transmittal Pay to Stay](#)
[Ordinance Pay to Stay](#)
6. [202101540](#) **ORDINANCE (EMERGENCY) (B VERSION)**, submitted by Councilmember Greg Landsman from Andrew W. Garth, City Solicitor, **PROHIBITING** the initiation or ongoing prosecution of actions for forcible detainer and entry ("eviction") brought under Ohio Revised Code Chapter 1923, "Forcible Entry and Detainer," for so long as the State of Emergency declared by the Governor of the State of Ohio on March 9, 2020 exists, where the sole basis for filing such eviction action is the nonpayment of rent.
- Sponsors:** Landsman
- Attachments:** [TRANSMITTAL](#)
[ORDINANCE](#)

7. [202101429](#) **ORDINANCE**, submitted by Councilmember Landsman from Andrew W. Garth, City Solicitor, **MODIFYING** the provisions of Chapter 871, "Land-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by AMENDING Section 871-9, "Obligations of Landlords and Tenants," to ensure that tenants in residential rental properties are afforded the right to assert payment of rent as a defense in any forcible entry and detainer ("eviction") action filed on the basis of nonpayment of rent.

Sponsors: Landsman

Attachments: [Transmittal - Eviction Affirmative Defense](#)
[Ordinance - Eviction Affirmative Defense](#)

8. [202101538](#) **ORDINANCE, (B VERSION)**, submitted by Councilmember Greg Landsman from Andrew W. Garth, City Solicitor, **MODIFYING** the provisions of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by AMENDING Section 871-9, "Obligations of Landlords and Tenants," to ensure that tenants in residential rental properties are afforded the right to assert payment of rent as a defense in any forcible entry and detainer ("eviction") action filed on the basis of nonpayment of rent.

Sponsors: Landsman

Attachments: [TRANSMITTAL](#)
[ORDINANCE](#)

9. [202101448](#) **MOTION**, submitted by Councilmember Goodin, As we work to restore trust in our government institutions, transparency has never been more important. The inability to provide timely access to police body camera footage has undermined police-community relations in many large American cities. The Citizens Complaint Authority (CCA) complains of delays in obtaining redacted footage for its investigations. The Fraternal Order of Police Lodge No. 69, has, likewise, expressed concern about the resulting delays in CCA's investigations and their effects on officer morale. Various media outlets have also routinely complained about access to public documents. Information requests by private citizens are often the subject of litigation. The City Solicitor's office has acknowledged it needs additional staff to process these requests in a timely manner. Accordingly, **WE MOVE** that the Administration prepare a report on the steps necessary to establish a new DEPARTMENT OF PUBLIC INFORMATION AND TRANSPARENCY which would, *inter alia*, coordinate with the various City departments, including the Solicitor's office, in order to respond to public records' requests and redact body camera and dash camera footage in accordance with the requirements set forth by Ohio law and the Cincinnati Municipal Code. **WE FURTHER MOVE** the Administration advise regarding the potential cost of standing up such a new Department, and whether funds from the American Rescue Plan could be utilized for this purpose.

Sponsors: Goodin

Attachments: [Motion - Dept. of Public Info \(4-21\)](#)

10. [202101541](#) **PRESENTATION**, submitted by Vice Mayor Smitherman from Dr. Stewart Wright, Associate Chief Medical Officer entitled UC Medical Center Emergency Department.

Attachments: [UCH ED Law Public Safety - Final](#)

11. [202101533](#) **PRESENTATION**, submitted by Paula Boggs Muething, City Manager, dated 4/27/2021, regarding GCWW Enhanced Lead Program Update.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Presentation](#)

ADJOURNMENT

October 14, 2020

To: Mayor and Members of City Council

202001680

From: Paula Boggs Muething, Interim City Manager

Subject: **Jurisdiction Agreements**

Reference Document #202000793

On June 24, 2020, Vice Mayor Smitherman referred the following item for report:

MOTION, submitted by Vice Mayor Smitherman, WE MOVE that the City Administration provide a report on all jurisdiction agreements between the City of Cincinnati and law enforcement agencies in the Greater Cincinnati Region. The report should include surrounding police forces, nearby universities, Sheriff departments and the Ohio State Highway Patrol.

Attached to this report is the Mutual Aid Agreement (MOU) for Law Enforcement between the City of Cincinnati/ Cincinnati Police Department and the following police agencies/townships/parks/colleges:

Hamilton County/ Hamilton County Sheriff's Office	City of Reading
Village of Addyston	City of Sharonville
Village of Amberley Village	Village of St. Bernard
City of Blue Ash	City of Springdale
City of Cheviot	Village of Terrace Park
Village of Cleves	Village of Woodlawn
City of Deer Park	City of Wyoming
Village of Elmwood Place	North Bend PD
Village of Evendale	Anderson Township
Village of Fairfax	Colerain Township
City of Forest Park	Columbia Township
Village of Glendale	Crosby Township
Village of Golf Manor	Delhi Township
Village of Greenhills	Green Township
City of Harrison	Harrison Township
City of the Village of Indian Hill	Miami Township
Village of Lockland	Springfield Township
City of Loveland	Sycamore Township
City of Madeira	Symmes Township
Village of Mariemont	Whitewater Township
City of Milford	Great Parks of Hamilton County
City of Montgomery	Cincinnati State Technical and Community College
City of Mt. Healthy	Mt. St. Joseph University
Village of Newtown	University of Cincinnati
City of North College Hill	Xavier University
City of Norwood	Summit Behavioral Police

cc: Eliot K. Isaac, Police Chief

HAMILTON COUNTY, OHIO
AMENDED AND RESTATED MUTUAL AID AGREEMENT FOR LAW
ENFORCEMENT

This agreement ("Agreement") is made and entered into by the undersigned parties as follows:

WHEREAS, Revised Code Section 737.04 allows the legislative authority of any municipal corporation to enter into contracts with one or more municipal corporations, townships, township police districts, joint police districts, county sheriffs, park districts, port authorities, or contiguous municipal corporations in an adjoining state, for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the political subdivisions; and

WHEREAS, further authority for the participation of townships is set forth in Revised Code Sections 505.43 and 505.431, further authority for the participation of park districts is set forth in Revised Code Sections 511.235 and 1545.131, and further authority for the participation of universities is set forth in Revised Code Section 3345.041 and 1713.50; and

WHEREAS, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout Hamilton County; and

WHEREAS, the undersigned parties intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accord with the following guidelines; and

WHEREAS, the undersigned parties (individually, "Agency" and collectively, "Agencies") include the following participating jurisdictions: Hamilton County, Ohio; the City of Cincinnati; the Village of Addyston; the Village of Amberley Village; the City of Blue Ash; the City of Cheviot; the Village of Cleves; the City of Deer Park; the Village of Elmwood Place; the Village of Evendale; the Village of Fairfax; the City of Forest Park; the Village of Glendale; the Village of Golf Manor; the Village of Greenhills; the City of Harrison; the City of the Village of Indian Hill; the Village of Lockland; the City of Loveland; the City of Madeira; the Village of Mariemont; the City of Milford; the City of Montgomery; the City of Mt. Healthy; the Village of Newtown; the City of North College Hill; the City of Norwood; the City of Reading; the City of Sharonville; the Village of St. Bernard; the City of Springdale; the Village of Terrace Park; the Village of Woodlawn; the City of Wyoming; Anderson Township; Colerain Township; Columbia Township; Crosby Township; Delhi Township; Green Township; Harrison Township; Miami Township; Springfield Township; Sycamore Township; Symmes Township; Whitewater Township; Great Parks of Hamilton County; Cincinnati State Technical and Community College; Mt. St. Joseph University; the University of Cincinnati; Xavier University; and Summit Behavioral Police.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. COOPERATIVE LAW ENFORCEMENT WITHOUT REQUEST

The Agencies recognize that criminal activities routinely occur across jurisdictional lines, and that cooperation between Agencies can increase the effectiveness of law enforcement

throughout Hamilton County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

1. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested persons, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger the officer or others or threaten the preservation of evidence.

2. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a "serious traffic offense" has occurred within the jurisdiction of another cooperating Agency, the law enforcement officer may stop, arrest or cite the suspected violator according to law. Under this Agreement, a "serious traffic offense" is one that jeopardizes public safety and/or constitutes a misdemeanor of the fourth degree or a higher offense. The traffic violator shall be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer shall provide any further assistance to the extent necessary for subsequent court proceedings.

B. Investigations Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the

investigation shall be reported to the appropriate cooperating Agency as soon as practicable. Subsequent arrests, search warrant service or similar police actions shall be coordinated between affected Agencies.

C. Independent Police Action

The police department of any cooperating Agency may provide temporary police service to any cooperating Agency without request.

II. COOPERATIVE LAW ENFORCEMENT UPON REQUEST

The Agencies recognize that special public safety incidents occasionally require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity, and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of such criminal activity, the Agency may request police services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Person

Whenever one Agency conducts a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction, and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to the fugitive, the Agency may request police services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, operating a vehicle while impaired (“OVI”) or other serious traffic offense is reported to the jurisdiction in which the accident occurred, and the Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violator, the Agency may request assistance from any other Agency. The cooperative effort may include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violator.

2. Hazardous Traffic Conditions Assistance

- a. Whenever automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and there is substantial or other serious risk of a traffic accident unless control is re-established, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.
- b. Whenever an incident occurs on or near a roadway creating substantial or other serious risk of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

D. General Police Service

- 1. Any incident may form the basis for the request of police services from one or more cooperating Agencies when police assistance is reasonably necessary to protect the safety of persons and/or property.
- 2. Police services, including but not limited to routine patrol services, may be requested and supplied by cooperating Agencies for limited-time special events or for extended time periods based on need. Such services may

include the facilitation of personnel by their employing Agency for the provision of police protection to a requesting Agency for voluntary, special event details performed while such personnel are not on duty for the employing Agency ("Off-Duty Details"). No Agency is required to facilitate or otherwise provide volunteer personnel for Off-Duty Details. Moreover, any Agency may prohibit its personnel from engaging in such Off-Duty Details to the extent allowed by law.

III. GENERAL TERMS AND PROCEDURES

A. A request for police services may be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency will respond to the extent the requested personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority, or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Section 737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Sections

505.431 and 737.04, or as otherwise provided by law. Revised Code Chapter 2743 shall apply as provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance, provided, however, that Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services may be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services may also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI, a serious traffic violator or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must, as soon as practicable, contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.

F. An on-duty officer initiating police services shall notify a law enforcement officer from the affected cooperating Agency as soon as possible. As appropriate, the assisted cooperating Agency shall relieve the officer as soon as possible.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency. Additionally, unless otherwise provided in this Agreement, each Agency shall be responsible for the negligence or wrongdoing of its employees to the extent provided by law. Unless otherwise specifically provided herein, nothing in this Agreement shall

impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

H. Each cooperating Agency shall be responsible for any of its own costs arising from or out of its response to a call for assistance, unless the requesting Agency is reimbursed for such costs by a third-party source. Further, in the event of loss of or damage to the Agency's equipment or property while providing police assistance services within the jurisdiction of any other cooperating Agency, the assisting Agency shall not seek to hold the requesting Agency accountable for such loss or damage solely on the basis of the request for services having been made, but may do so if any other actions of the requesting Agency or its employees caused the loss or damage.

IV. SPECIALIZED LAW ENFORCEMENT OPERATIONS

A. In addition to the law enforcement services described above, parties to this Agreement may request Specialized Law Enforcement Operations, defined as a Special Weapons and Tactics Team ("SWAT"), Underwater Search and Recovery operations, Mobile Field Force Team, or any other operation involving a task force, multi-jurisdictional team, or substantially similar operation of a specialized or unique nature.

B. As used in this Section IV, "Initiating Agency" means the political subdivision requesting Specialized Law Enforcement Operations, and "Assisting Agency" means any political subdivision furnishing Specialized Law Enforcement Operations (including participating personnel) at the request of an Initiating Agency.

C. An Assisting Agency will respond to the extent the requested Specialized Law Enforcement Operations as appropriate under the circumstances, and to the extent the requested Specialized Law Enforcement Operations are available and not required for other use.

D. The Initiating Agency shall be in control of the scene, but, as to tactical or operational execution, all Specialized Law Enforcement Operations personnel shall be directed by their operational commander according to the procedures set forth by the responding Specialized Law Enforcement Operation.

E. Notwithstanding any other provision of this Agreement, and only as to Specialized Law Enforcement Operations, to the extent that any third party asserts a claim of any kind against any Assisting Agency or its participating personnel, whether under Ohio Revised Code Chapter 2744, common law, or any other state or federal statute, the following shall apply:

1. The Initiating Agency shall, to the extent of its liability insurance (including but not limited to any self-insurance or risk pool participation), defend and indemnify any Assisting Agency and its personnel against any claim, loss, damage, expense, cost, attorney fees, or other liability asserted by any third party arising out of the conduct, acts or omissions of personnel engaged in Specialized Law Enforcement Operations. The minimum amount of indemnification provided pursuant to this Paragraph shall be three million dollars (\$3,000,000), regardless of the actual liability insurance limits of the Initiating Agency. The Initiating Agency, however, shall not have any obligation to defend or indemnify the Assisting Agency or its personnel to the extent they act outside the scope of lawful orders issued by the Initiating Agency or its designee, or to the extent that the Assisting Agency or its personnel willfully and maliciously cause injury or damage to person or property.

2. For purposes of Paragraph IV.E.1, the conduct, acts, or omissions for which the Initiating Agency assumes the obligation to defend and indemnify the Assisting Agency or its personnel are the conduct, acts, or omissions that occur from the time the applicable Specialized Law Enforcement Operations personnel arrive at the requested location and report to the Initiating Agency's Chief of Police or other Officer-in-Charge (collectively, "OIC"), until the time the personnel are dismissed by the Initiating Agency's OIC.
3. Before requesting Specialized Law Enforcement Operations, an Initiating Agency must have in full force and effect liability insurance sufficient to defend and indemnify any Assisting Agency and its personnel under this Agreement in an amount no less than three million dollars (\$3,000,000) per occurrence, regardless of any aggregate limit, or self-insurance.
4. As a condition of the obligations set forth in Paragraph IV.B.1 above, the Assisting Agency must provide prompt written notice to the Initiating Agency of any threatened or asserted third-party claim, including any lawsuit served, so that a timely answer may be filed.
5. In the event of any third-party claim against an Assisting Agency or its personnel, the Assisting Agency and its personnel shall, as a condition of receiving defense and indemnification provide their full cooperation to any Initiating Agency or its insurer assuming the defense of such claim or action.

V. ADDITIONAL PROVISIONS

A. This Agreement shall be in continuous effect for each participating Agency from the date of that Agency's execution of the Agreement. Any Agency may terminate its participation in this Agreement upon sixty (60) days written notice sent care of the Reading Police Department. Upon receipt of such notice, the Reading Police Department will notify the remaining participants, or cause them to be notified, of such termination.

B. This Agreement is solely intended to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

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

D. This Agreement contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this agreement shall be of no force and effect.

E. This Agreement shall be severable, 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.

F. The Reading Police Department shall serve as the depository for this Agreement unless otherwise agreed by the parties in writing or by custom and practice.

G. Parties may be added or deleted from this Agreement, and other terms may be modified, by written addendum without restating the entire Agreement.

H. This Agreement may be executed in counterparts.

I. This Agreement supersedes and replaces all prior versions of the Hamilton County, Ohio Mutual Aid Agreement for Law Enforcement (including as amended and restated), which are hereby terminated; provided, however that as to any incident that occurred during the term of the March 1, 2014 agreement, and that arose out of Specialized Law Enforcement Operations, the provisions of the former Section IV.E.1 through 5 shall apply to that incident only.

Only signatures to follow.

Executing Agency: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

**CERTIFICATE OF MAINTENANCE OF INSURANCE IN AMOUNTS SUFFICIENT
TO FUND INDEMNIFICATION REQUIRED BY THIS AGREEMENT**

I certify that _____, currently holds in full force and effect and will maintain general liability insurance in amounts equal to or exceeding Three Million Dollars (\$3,000,000.00) per occurrence, regardless of any aggregate limit or self-insurance, which amount will fund the indemnification requirements of this Agreement.

Fiscal Officer

Executing Agency: City of Cincinnati

By: 

Printed Name: Patrick Duhaney

Its: City Manager

Date: 2/13/19

**CERTIFICATE OF MAINTENANCE OF INSURANCE IN AMOUNTS SUFFICIENT
TO FUND INDEMNIFICATION REQUIRED BY THIS AGREEMENT**

I certify that N/A, currently holds in full force and effect and will maintain general liability insurance in amounts equal to or exceeding Three Million Dollars (\$3,000,000.00) per occurrence, regardless of any aggregate limit or self-insurance, which amount will fund the indemnification requirements of this Agreement.

N/A
Fiscal Officer

RECOMMENDED BY:


Eliot Isaac, Chief of Police

APPROVED AS TO FORM:


Assistant City Solicitor

Re: City of Cincinnati Self Insurance Program - 2019

To Whom It May Concern:

The City of Cincinnati does not currently purchase commercial liability insurance. As such the City does not issue certificates of insurance as evidence of coverage. This is not expected to change for calendar year 2019. The City's Law Department processes all claims and lawsuits filed against the City and maintains sole authority for the settlement of claims and lawsuits. Each year money is set aside in the Law Department budget for the express purpose of paying claims incurred by the City. If there is a shortfall in the loss fund, additional money can be appropriated from the City's operating budget. In addition, the City has the ability to sell judgment bonds, without taxpayer approval, in order to raise any required funds if a large loss or losses occur. The City has always been able to meet its financial obligations from the operating budget.

If there is a need for additional information please feel free to call me at (513) 352-3337.

Sincerely,

Deborah Allison

Deborah Allison
Risk Manager

February 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202002155**

Subject: Motion to Implement Cincinnati Black United Front and Ohio Justice and Policy Center Recommendations

REFERENCE DOCUMENT # 202000774

On June 8, 2020, the Law and Public Safety Committee referred the following for a report:

MOTION, submitted by Councilmember Landsman, WE MOVE that the Administration, working with City partners, especially the Cincinnati Black United Front and the Ohio Justice and Policy Center who have put these reforms forward, take up the following recommendations: (Balance of motion on file).

REPORT

The following report summarizes the status of the reforms recommended by the Cincinnati Black United Front and the Ohio Justice and Policy Center. All recommendations have been completed, are in development, or are the subject of ongoing discussions.

(1) Apply laws and policies fairly, and eliminate disparities in the criminal-legal system.

A. Review and release data, particularly in regard to arrests.

The Cincinnati Police Department reviews and releases data in an array of formats and venues. In addition to the over 92,000 documents CPD releases to the public through records requests annually, CPD proactively publishes summary crime information (STARS Report), weekly, to the official CPD website. The STARS report summarizes Part One reported crimes and provides comparative analysis across a variety of time periods. STARS reports are available citywide, and for each police district. CPD also publishes crime reports for each neighborhood, weekly, on its website. CPD routinely shares this information at neighborhood meetings, and actively publishes information important to the public through various social media platforms.

CPD collaborates with the City's Office of Performance and Data Analytics (OPDA) to ensure that CPD data is routinely (often daily) published to the City's Open Data Portal and to Cincy Insights, an interactive dashboard portal designed to make open data more friendly. The City's Open Data Portal currently hosts 35 public safety data sets, including crime incidents, police calls for service, traffic crash reports, police use of force, assaults on officers, traffic and pedestrian stops, and others. Through Cincy Insights, these data sets can be filtered and mapped so that the public is not only provided raw data that might be downloaded and

analyzed in any manner they see fit, but also that citizens might be able to conduct basic analysis and visualization of data in near-real time.

Each quarter the City publishes a Collaborative Agreement Performance Deck online which includes standard reporting across a range of police performance indicators, including traffic stop outcomes, arrests, and officer involved shootings. A number of metrics are tracked along race and geographic dimensions.

CPD has instituted a process improvement team that is actively working to fully implement electronic arrest reporting for every arrest.

B. Adopt new policies and protocols to eliminate disparities.

CPD is committed to bias-free policing. In 2019, CPD expanded upon existing policies and procedures intended to affirm this commitment by adding a new CPD procedure (PM 15.100), titled *Bias Free Policing*. The policy statement of this new procedure reads: “The Cincinnati Police Department will provide service and enforcement fairly and without discrimination toward any individual or group of people. Bias based profiling **shall not be used** as the basis for providing law enforcement services or the enforcement of laws. All members have the responsibility for achieving the Department’s goal of bias free policing.” This new procedure is integrated into CPD’s Manual of Rules and Regulations and Disciplinary Process and other existing policies and procedures.

CPD is also committed to developing new protocols intended to eliminate disparities, when evidence suggests they hold promise. One recent example is a collaborative effort between the City and County, called Law Enforcement Assisted Diversion (LEAD). LEAD is a community-based diversion approach with the goals of improving public safety and public order and reducing unnecessary justice system involvement of people who participate in the program. CPD is an active partner in this program. One core principle is: undo racial disparities at the front end of the criminal justice system. This program is currently piloted in District One and the Central Business District.

(2) Offer warnings first and problem solve for constructive, creative solutions while policing and review use-of-force policies.

A. Pursue new investments in problem-solving using strategies beyond charges.

CPD has defined problem solving as the Department’s principal strategy for addressing recurring crime and disorder problems. CPD’s Problem Solving Guide states: “Initially, any and all possible responses to a problem should be considered so as not to cut short potentially effective responses. Suggested responses should follow from what is learned during the investigation. They should not be limited to, nor rule out, the use of arrest.” **It is this commitment to problem solving that has resulted in a reduction in arrests of more than 50%, comparing 2000 to 2019 (from 47,188 to 21,487).**

In 2016, the City of Cincinnati launched the PIVOT initiative. PIVOT (Place-Based Investigations of Violent Offender Territories), is a strategy intended to problem solve violent criminal activity. Rather than relying solely on arrests, the PIVOT team also focuses very carefully on aspects of place, and on techniques beyond arrest that might alter criminal activity and violence. PIVOT projects are complex problem-solving projects, in collaboration with our community, stakeholders, and many City departments. Responses intended to

reduce violence have included situational crime preventive measures like installing fences and gates, modifying and improving lighting, reorganizing and regulating parking, and attending to blight that influences crime (i.e. tall grass where guns are hidden). Police have also focused on the potential benefits of proper place management, and worked with property owners to educate, convince, and in some cases compel action, through regulatory systems and courts, to regulate conduct in a way that prevents future criminal activity. PIVOT project areas have seen significant reductions in shootings and other violence, without relying on arrest as the only mechanism by which public safety might be improved.

In 2017, CPD won the international Herman Goldstein Award for Excellence in Problem-Oriented Policing, for the PIVOT strategy. In 2018, CPD was awarded a Community-Based Crime Reduction grant, through the Department of Justice, to implement PIVOT in the neighborhood of East Price Hill. This is just one example of new investments in problem solving strategies that extend beyond reliance on criminal charges. CPD's expansion of victim-liaison services, through VALU/CCROW, represents another such effort. These victim and witness services are aimed at strengthening victim and witness participation in the criminal justice system, and at improving access to restorative and protective resources for crime victims. It is hoped that greater engagement will not only result in a more effective criminal justice system, but that it will also disrupt dangerous cycles of retaliation in our community.

B. Develop a juvenile problem-solving team to reduce arrest and use-of-force against youth.

In October 2019, the Administration completed a juvenile problem solving project to improve youth-police relations in partnership with the Children's Law Center, the Urban League and Youth at the Center. The Cincinnati Black United Front was invited to participate in the effort in the fall of 2018 and spring of 2019. A presentation was made to members of Law and Public Safety by the project partners on June 10, 2019. Final recommendations were submitted to the City and are currently under review.

C. Develop ordinances to reduce arrests and ensure citations/summons are issued wherever possible.

Current CPD procedure governing arrests (PM 12.555) notes that all adults charged with misdemeanor offenses are eligible for release via a Notice to Appear (NTA), rather than physical arrest, excepting sex offenses, weapon offenses, 3rd offense OVIs, domestic violence, those charged living in a place where extradition would be necessary, or in instances where specific language or conditions in the arrest document require a physical arrest (i.e. probation warrant). Arresting officers may also cite individuals for traffic warrants.

As noted in a previous response, CPD is also engaged in a pilot pre-arrest diversion program called LEAD, which provides an additional avenue for the diversion of low-level criminal charges, in pursuit of addressing root causes of criminal activity.

For juvenile offenses (PM 12.900), a range of responses other than arrest are available to officers in many circumstances. An officer who perceives that an informal intervention by Hamilton County Juvenile Court is preferable for a first-time, non-violent misdemeanor offender may sign an unofficial complaint. Unofficial hearings provide an opportunity for juveniles and victims to arrive at a solution. In cases where an unofficial hearing is not the proper solution, officers may issue a "closed referral" for any non-violent misdemeanor offense other than drug or alcohol offenses, provided the juvenile has not previously been issued a

closed referral. A closed referral is written documentation of an offense, used in part to inform a responsible adult (i.e. parent) of the circumstances. Closed referrals are not processed as criminal complaints.

D. Direct city prosecutors to take a position against monetary bail for all misdemeanor suspects in non-violent offenses.

The City Solicitor's Office adopted the attached bail policy in early 2020, which instructs prosecutors to not oppose the pre-trial release of defendants on their own recognizance subject to exceptions for certain offenses where the community has a strong interest in pre-trial detention for public safety.

E. Conduct internal and external reviews of current use-of-force protocols as well as trainings to identify changes with particular attention to de-escalation, domestic violence, encounters with the mentally ill, and cultural competency.

CPD conducts internal and external reviews of use-of-force and actively seeks and administers training, with particular attention to de-escalation, domestic violence, and encounters with those affected by mental health. CPD prioritizes cultural competency. As a part of CPD's organizational structure, the Planning Section of CPD is charged by the Police Chief with conducting long-range planning, developing and maintaining policies, procedures and forms, and conducting legal research. Upon approval by the Chief to revise a procedure, the Planning Section opens a procedure revision project. Procedure revision projects include reviewing the policies and procedures of other agencies, model policies, best practice, and internal and external recommendations. CPD Planning Section often engages with Inspections Section, Internal Investigations Section, and Training Section to understand any perceived weaknesses or negative outcomes of past procedures, and to seek feedback on potential procedure revisions. The frequency with which CPD reviews and revises operating procedures may be misunderstood by some. In any given moment, multiple procedures are under review. In 2019, 41 of CPD's 188 procedures were reviewed, revised, and approved for Department use. CPD's Use of Force procedure is one of the most frequently reviewed and revised procedures. It has been revised 34 times since 2002; the most recent approved revision was implemented in June of 2019. CPD requests feedback from the Citizen's Complaint Authority (CCA) when considering revision to the Use of Force procedure.

De-Escalation

CPD emphasizes de-escalation. It is defined and discussed in CPD Use of Force procedure, as well as in procedures that outline response to those who are mentally ill and in procedure that governs the discharge of firearms by police personnel. It has also been a core training topic for more than a decade. It is embedded in many Department trainings. In March of 2020, CPD conducted *Force Science Fundamentals of Realistic De-Escalation*, which teaches officers necessary skills to accurately assess potentially violent confrontations and defuse them when possible, to avoid potential uses of force. Field training officers and new police supervisors are provided *Civil Liability and Use of Force* supplemental training to assist them in acting as leaders and department role models, reinforcing the prioritization of de-escalation and the use of only necessary force.

Domestic Violence

CPD recognizes the risks inherent in responding to domestic violence incidents when suspects are still present, and trains officers to respond in a way that is intended to generate a rapid protective response for victims, while working to minimize the need for force during

the arrest of an abuser. CPD's policy and practice makes it clear that domestic violence is highly prioritized and that it is clearly understood that victims of these crimes may benefit from services beyond traditional law enforcement and criminal prosecution. For this reason, CPD has a longstanding partnership with Women Helping Women. Most recently, CPD has actively engaged in the DVERT program. DVERT advocates aid department personnel by providing around-the-clock, on-site support, resources, and options to victims, allowing officers to focus on the law enforcement aspects of an incident. DVERT advocates from Women Helping Women are dispatched to the scene within the hour to focus on the needs of the survivor and dependents.

Mental Health Response

It is clear to CPD that implementing best practices when responding to persons experiencing a mental health crisis may help to minimize instances in which force is necessary. Since 2002, all CPD recruits receive 40 hours of Mental Health Response Team (MHRT) certification training. MHRT officers are dispatched on all runs involving individuals experiencing mental illness. If two MHRT officers are available, they will be dispatched as a team.

CPD officers routinely collaborate with the Mobile Crisis Team (MCT). MCT members are mobile clinical team participants, comprised of licensed master level social workers trained to respond to mental health emergencies throughout Hamilton County. Three MCT members are embedded in CPD districts, enhancing their ability to respond to support relevant calls for assistance that are received through the Emergency Communications Center, and to which CPD officers respond.

Cultural Competence

As part of continuing professional training in 2019, Officer Fred Gilmer taught *Empathy Through American History* to his fellow officers. The objectives of the course included the history of race relations in the United States and the immense impact of assisting people through empathy and applying this approach to develop stronger communities.

F. Create publicly available report(s) explaining the development, implementation and results of use-of-force reviews, policies and trainings including the employee tracking system, records management system and electronic contact cards.

Police use-of-force data is publicly published by the City of Cincinnati, through the Office of Performance and Data Analytics. It is available both on Cincinnati's Open Data Portal and on the Cincy Insights dashboard. CPD procedures, including those governing the process by which use of force is reported and investigated, is published publicly on CPD's official website. Procedures and Staff Notes that govern the manner in which CPD uses the Employee Tracking System (ETS), Records Management System (RMS), and contact cards, are also posted on CPD's website and available for public review.

An update was provided to the Manager's Advisory Group (MAG) at the December 2019 meeting on the status of the ETS, RMS, and electronic contact cards. CPD completed a presentation and hosted a question and answer session.

(3) Address the pandemic as an issue of public health, not of criminality.

Since the beginning of the pandemic, the City's approach to the health crisis has been to emphasize compliance with regulations that have been implemented for the safety of the

entire community, rather than strict enforcement. For that reason, enforcement has been limited. Since April, when Council passed legislation that enabled Health Department sanitarians to take the lead on pandemic-related enforcement, CPD has not signed criminal charges for the enforcement of any Ohio Department of Health (ODH) orders. Prior to April, CPD focused on achieving compliance, rather than enforcement. Just 17 individuals were charged with only failing to comply with the various ODH orders. An additional 16 persons were charged with violating the ODH orders in addition to other criminal offenses.

The City Solicitor's Office has treated the prosecution of these individuals as one of education, rather than punishment. Defendants have been addressed on a case-by-case basis by prosecutors to ensure that defendants are not being prosecuted for a lack of information or education about the issue, or lack of means to comply. As a result, over a third have been dismissed to date. Prosecutors continue to evaluate each case as it appears on the docket and recommend dismissal where circumstances dictate public health or safety would not be served by a conviction.

(4) Revive the Citizen Complaint Authority (CCA).

CCA has a long record of active and diligent service to Cincinnati. In September 2020, Gabe Davis was appointed CCA Director; continuing CCA's strong tradition of service to the community, he has accomplished a great deal in that short amount of time, as set forth below.

CCA recently hired three experienced and diverse investigators. The new investigators include a former NYPD detective fluent in Spanish, a former Cleveland prosecutor with criminal defense experience, and a counterintelligence investigator from the U.S. Intelligence Community. These new hires immediately brought CCA into compliance with staffing requirements under CCA's governing statute. They also strengthened CCA's ability to complete investigations of citizen complaints in a timely fashion, identify patterns, and meaningfully influence police accountability outcomes and decision-making.

Reduction of CCA's case backlog was a high priority. In order to address this issue and improve efficiency, the director implemented a plan that included the use of concrete internal targets for case completion, measurable benchmarks, strategic assignment of cases, and streamlined processes for report-writing designed to expedite the completion of less-complex cases.

CCA enhanced engagement with the community by creating opportunities for the public to virtually participate in CCA's Board Meetings. CCA staff worked with the Board to create more opportunities for the community to offer comments during Board Meetings and opportunities to become educated about issues related to the community's concerns through the use of guest speakers and relevant agenda topics. Further, the Director has engaged community stakeholders in one-on-one meetings designed to build relationships and improve the delivery of CCA's services to the public.

Finally, CCA has had multiple collaborative discussions with the City's leadership and other divisions and departments - including important collaborations with the Cincinnati Police Department, Office of Human Relations, Criminal Justice Initiatives, Office of Performance and Data Analytics, the Solicitor's Office, and others. These collaborations have addressed topics such as strengthening CCA's recommendations process, revisions to police policy, collaboration regarding monitoring of discrimination complaints, and improvements to transparency.

(5) Revive the Manager's Advisory Group (MAG).

The City Manager's Advisory Group (MAG) was suspended in 2020 from March to July, as the Administration grappled with the COVID-19 pandemic's early impacts. Nearly 1,700 City employees were furloughed, including the Division Manager of Criminal Justice Initiatives. In addition, leadership changes in the City Manager's Office required additional transition time. Meetings of the MAG resumed in September 2020. Since then, the City has:

- Resumed quarterly publishing of the Collaborative Agreement Performance Deck.
- Provided a Year 1 Summary on the Administration's 2019-2020 collaborative refresh work.
- Responded to questions and concerns from MAG members.
- Recruited ten new community members to serve on the MAG.
- Launched a new internal working group to improve interdepartmental coordination between the City Manager's Office, Police Department, CCA, Performance and Data Analytics, and the Solicitor's Office on criminal justice matters.

(6) Take steps necessary to fully implement a public safety academy within Cincinnati Public Schools.

The City Administration and the Cincinnati Police Department support the establishment of a public safety academy to provide our young people a reasonable path toward employment at CPD. In 2018, the Charter was amended to allow the Civil Service Commission to award credit for police and fire recruits who graduated from a public safety academy established by the Cincinnati Public Schools (CPS).

We understand that CPS is in the process of implementing the public safety academy. The primary obstacle to realization is that to obtain civil service credit, the public safety academy must award a certification at the completion of the program. However, there are no peace officer certifications in Ohio that can be completed in that time by an individual under 18. As a result, CPD and CPS are considering various alternative certifications that would have value to the police department such as a private security certification. CPS and CPD are meeting in the coming weeks to assess the viability of these alternatives.

(7) Improve policing data collection, analysis, and evaluation capabilities – including tracking by race.

A. Make data public.

As detailed throughout this document and particularly in response to Item 1, CPD makes data public in a variety of formats.

B. Desegregate adult and juvenile data.

The Office of Performance and Data Analytics is available as a resource to assist the community in working with the Open Data Portal to conduct additional or more complex analysis.

As detailed in response to item 1 above, CPD has instituted a process improvement team that is actively working to fully implement electronic arrest reporting for every arrest. This will improve CPD's ability to conduct detailed analysis of arrest activity. As of November 2020,

CPD has fully transitioned into the use of the electronic 527 Arrest Form in the Records Management System for all physical arrests citywide.

(8) Coordinate Collaborative Refresh with all of these actions and implement refresh promptly.

The City of Cincinnati continues to actively engage the spirit of the Collaborative Agreement, and to work toward ensuring that the tenants of the Collaborative Agreement are operative in Cincinnati. The Administration is currently soliciting ideas, suggestions, and feedback for our 2021-2022 collaborative refresh work. This process includes one-on-one meetings with members of the MAG, city leadership, and other key stakeholders and partners. A draft plan will be presented to the MAG for feedback in March 2021.

Attachment: Cincinnati Law Department Bail Reform Policy

cc: Sheryl Long, Assistant City Manager
Andrew Garth, City Solicitor
Colonel Eliot K. Isaac, Police Chief
Gabe Davis, CCA Director

CITY OF CINCINNATI BAIL POLICY
EFFECTIVE IMMEDIATELY

Non-Violent Misdemeanor Offenses

It is the policy of the City of Cincinnati to eliminate wealth-based pretrial detention. For nonviolent misdemeanor offenses, the presumption of this Office shall be that release on personal recognizance is the appropriate recommendation.

- NOTE 1: This policy requires City Prosecutors to recommend OR bond to the court on nonviolent misdemeanor cases whenever the Court asks the State for its recommendation on bond.
 - This includes in RM A (or less likely in RM B) at initial arraignment.
 - This includes in a courtroom at any point after the case has been rolled to a judge and the issue of bond is raised.
 - This policy applies regardless of the number of capiases the defendant has for failure to appear.
- NOTE 2:
 - You should **not** defer to the court when asked about bond – state a position.
 - If there is reason to request a cash bond because of a threat to a victim or danger to the community, speak with your supervisor ahead of time and be prepared to articulate why an exception should be made. Exceptions should be rare.

Violent Offenses and Offenses that Endanger the Community

For offenses of violence and offenses that endanger the community, prosecutors shall weigh each of the following factors in making a bail recommendation:

- 1. The weight of evidence against the accused;*
 - 2. Whether the accused poses a substantial risk of serious physical harm to any person or the community;*
 - 3. Whether alternative release conditions exist that would reasonably assure the safety of the community; and*
 - 4. The probability of appearance at trial by the accused.*
- NOTE 1: Offenses of violence include the following (see R.C. 2901.01(A)(9) and the handout):
 - Assault, domestic violence, menacing, aggravated menacing, menacing by stalking, arson, inciting to violence, riot, inducing panic, and intimidation (of an attorney, victim, or witness in a criminal case).
 - NOTE 2: Offenses that endanger the community include the following:
 - Vehicular Homicide, OVI offenders with a prior conviction, sexual imposition, public indecency, telephone harassment, child endangerment, CCW, improper handling of a firearm, having a weapon while intoxicated, and TPO violations.

February 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202002158

Subject: CPD Response to Report on Police Reform and Racial Justice

REFERENCE DOCUMENT #202001895

On September 1, 2020 the following item was referred for a report:

MOTION:

I MOVE that City Council endorse the attached *Report on Police Reform and Racial Justice*.

I FURTHER MOVE that the Administration prepare in response to the recommendations made by the U.S. Conference of Mayors' Working Group on Police Reform and Racial Justice.

I FURTHER MOVE that the Administration's report identify whether it believes the Cincinnati Police Department already meets each recommendation; and to the extent that it does not, provide an analysis of why or why not CPD should or should not make the recommended change.

Mayor John Cranley

Response (Below)

**CPD Self-Assessment of
United States Conference of Mayors:
Report on Police Reform and Racial Justice**

Cincinnati Police Chief Eliot K. Isaac directed a review of The United States Conference of Mayors: *Report on Police Reform and Racial Justice*. This report represents the Cincinnati Police Department's self-assessment of the recommendations included in the report. Forty specific recommendations were identified. Thirty-one recommendations were oriented toward police departments. The remaining nine recommendations focused on decisions of municipal or state government. The thirty-one police department recommendations are listed below, with a response from CPD. Supporting references, such as the most relevant portions of CPD procedures are included.¹ Within the United States Conference of Mayors Report, recommendations are categorically organized. These categories are preserved in the response below.

SANCTITY OF LIFE (Conference of Mayors Report pg. 17)

- 1) **Departments should have a use-of-force policy that provides officers will:**
 - a. **Use only the minimal amount of force necessary to respond, if any force is necessary at all;**
 - b. **Continually reassess the situation to calibrate the appropriate response;**
 - c. **Not use chokeholds, strangleholds, or any other carotid restraints, unless deadly force is necessary;**
 - d. **Not shoot at or from moving vehicles, except when under extreme, life-threatening circumstances that are not avoidable; and**
 - e. **Not use deadly force against a fleeing individual, unless the individual poses an immediate threat of death or serious physical injury to another person.**

Based on current CPD procedure and information detailed below, CPD meets the standards detailed in this recommendation.

- a. Only necessary uses of force are permitted.

CPD's Use of Force (Procedure 12.545) specifically addresses each of the recommendations listed above. 12.545 (policy section) states (emphasis preserved): **"When officers have a right to make an arrest, they may use whatever force is reasonably necessary to apprehend the offender or effect the arrest and no more."**

- b. Tailor the use of force based upon new information.

The Use of Force procedure continues **"Just as officers must be prepared to respond appropriately to rising levels of resistance, they must likewise be prepared to promptly de-escalate the use of force as the subject de-escalates or comes under police control"**.

- c. Chokeholds are prohibited except as deadly force.

¹ Responses within this report are intentionally succinct, to support a summative assessment in the spirit of the original report. All quotations of CPD policy and procedure should be interpreted as "in-part". Only policy statements that most directly address specific recommendations have been included. In many cases additional information exists that supports the overall conclusions made by CPD. (If additional information is requested related to specific items, CPD would be glad to append this report or otherwise provide additional responsive information.)

“Choke holds are prohibited unless a situation arises where the use of deadly force is permissible under existing law and Department policy.” (use of deadly force is permissible when the officer has probable cause to believe a suspect poses a threat of serious bodily injury or death to officer or others – see *Tennessee vs. Garner*, 471 U.S. 1 (1985)).

d. Use of deadly force into or from a moving vehicle

CPD’s Discharging of Firearms by Police Personnel (Procedure 12.550) states (emphasis preserved): **“Officers shall not discharge their firearms at a moving vehicle or its occupants unless the occupants are using deadly force against the officer or another person present, by means other than the vehicle”.**

e. Use of deadly force against a fleeing subject

(Procedure 12.550): “When all other reasonable means at the officer’s disposal have failed the use of firearms is authorized, only under the following circumstances, as a last resort to apprehend a fleeing felon:

- The officer has probable cause to believe the suspect has committed or is committing a felony, and
- The suspect presents an immediate risk of death or serious physical harm, either to the officer or another person if not immediately apprehended.
- If possible, the officer will give a verbal warning before using the firearm.”

2) Departments should have a clearly stated de-escalation policy.

CPD does have a clearly stated de-escalation policy and prioritizes de-escalation through rigorous training.

Details:

CPD policy, procedure, and training clearly prioritizes de-escalation. De-escalation is explicitly defined in Use of Force procedure as: “Using non-confrontational verbal skills, empathy and active listening to stabilize a person in crisis. De-escalation may also incorporate the use of additional time, distance and resources as well as persuasion, command presence, repositioning, and warnings, to reduce the intensity of a potentially violent situation to decrease the potential need to use force”. The same procedure directs: “Whenever possible, de-escalation techniques shall be employed to gain voluntary compliance by a subject. Officers shall use only the level of force that is objectively reasonable to effect an arrest or while protecting the safety of the officer and others.” In addition to explicitly defining and prioritizing de-escalation in CPD Use of Force Procedure, de-escalation is also articulated and prioritized in Handling Suspected Mentally Ill Individuals and Potential Suicides (Procedure 12.110), and in Discharging Firearms by Police Personnel (Procedure 12.550).

De-escalation has been a core training topic for officers for over a decade. It is an over-arching training theme that is embedded throughout all department instituted training for recruits. CPD constantly seeks new best-practices in de-escalation, and provides additional training opportunities to officers when new opportunities for training in de-escalation techniques emerge. In March 2020, the Department was approved to host *Force Science Fundamentals of Realistic De-Escalation*, which teaches officers necessary skills to accurately assess potentially violent confrontations and defuse them whenever feasible in order to avoid a potential use of force.

CPD also incorporates a robust training curriculum for all officers through annual continuing professional training, which is evaluated and updated each year to provide the newest techniques and concepts. Field training officers, who train and mentor newly graduated police recruits, and new police supervisors are provided supplemental *Civil Liability and Use of Force* training to assist them in acting as departmental leaders, prioritizing de-escalation, and reinforcing these values for those who are formal role models for other officers in CPD.

- 3) Departments should establish a duty to intervene when a fellow officer is using excessive force or otherwise contravening law or department policy. Departments should train on peer intervention, recognize officers who do intervene, and protect them from retaliation.**

Duty to intervene is explicitly stated in current CPD policy.

Details:

CPD Use of Force (Procedure 12.545) states: “An officer has a duty to stop, prevent and report the use of excessive force by another officer. Officers who use excessive force will be subject to discipline, possible criminal prosecution, and/or civil liability”.

- 4) Departments should offer first aid training to officers and require officers to provide first aid, commensurate with that training, following the use of force, as appropriate.**

CPD prioritizes emergency medical treatment of citizens, recognizing preservation of life as the highest priority.

Details:

CPD Use of Force (Procedure 12.545) states: “Following any use of force resulting in a citizen’s injury, officers will summon Cincinnati Fire Department (CFD) personnel to provide emergency medical treatment. Once the scene is stabilized and it is safe to do so, officers may administer CPR or basic first aid, if appropriate”.

CPD officers regularly receive training and certification in CPR. All CPD officers are re-certified every two years through the American Heart Association. Police recruits are provided 8 hours of First Aid/CPR/AED training, an OPOTA standard. CPD officers also receive, are trained in, and routinely carry tourniquets for the purpose of providing lifesaving first aid in circumstances where this tool may be appropriate.

Additionally, police academy training staff conduct training for members of the public when there is a potential public safety benefit. CPD has recently provided active shooter training, for the purpose of helping members of the public educate themselves on important steps they might take to mitigate harm during an active shooter event. A sub-section of this training, *Stop the Bleed*, is co-presented by CPD and CFD. It is specifically oriented toward helping members of the public understand how they might take immediate action to help slow traumatic bleed injuries while emergency medical professionals are responding to a scene.

CPD recognizes that in many situations it is important to facilitate the rapid response of highly trained and equipped medical professionals, such as CFD personnel. Department procedure and practice emphasize rapid notification of fire personnel, early communication of critical

information to responding medical professionals, and traffic control and scene stabilization to facilitate their expeditious arrival.

5) Departments should require officers to report all uses of force.

CPD requires all officers to report uses of force.²

Details:

CPD Use of Force (Procedure 12.545) states: “All members have a duty to ensure all use of force incidents and any citizen allegation of excessive force are reported to the Police Department. Whenever employees use any type of force; or confront resistance that results in an injury or complaint of injury to a citizen; or have knowledge of any of the above; or are aware of a citizen complaint of excessive force, they will promptly notify a supervisor.”

Supervisors, once notified of a use of force, respond to the scene to conduct an administrative investigation of the use of force. This investigation includes completing written reports describing the events preceding the use of force and the subsequent force used, interviews of the subject of the use of force, witnesses, and involved officers, review of any relevant video, and gathering of other evidence that may be available. During this administrative investigation, supervisors evaluate the decision to arrest and basis for stop, subject resistance, and tactics and actions of officers in response to resistance. Use of force reports are submitted through the chain-of-command and subject to a variety of review processes based on the type of force used and preliminary evaluations of propriety of force and tactics used.

6) Departments should train officers on crisis intervention.

CPD trains officers on crisis intervention and actively engages with professional clinicians, toward producing the best possible outcome for those in crisis.

Details:

Since 2002, all CPD recruits receive 40 hours of Mental Health Response Team (MHRT) certification training. MHRT officers are dispatched on all runs involving individuals experiencing mental illness. If two MHRT officers are available, they will be dispatched as a team. Once dispatched, the MHRT officer(s) on the scene are the primary officer(s) handling the situation.

CPD officers routinely collaborate with the Mobile Crisis Team (MCT). MCT members are mobile clinical team participants, comprised of licensed master level social workers trained to respond to mental health emergencies throughout Hamilton County. Three MCT members are embedded in CPD districts, enhancing their ability to respond to support relevant calls for assistance that are received through the Emergency Communications Center, and to which CPD officers respond.

² The term “use of force” connotes a wide spectrum of police action, from police presence on one end to use of deadly force on the other extreme. Cincinnati’s response is based upon procedure 12.545 which sets forth the categories of its uses of force and the required investigation for each.

EQUALITY AND DUE PROCESS (Conference of Mayors Report pg. 20)

- 1) Departments should have policies and training curricula for recruits, veteran officers, and supervisors that make clear that police interactions with individuals should be impartial and free from bias.**

CPD has policies and robust training curricula focused on impartial and bias free police interactions.

Details:

CPD Procedure 15.101, titled “Bias Free Policing” directly addresses issues of equality and due process. The policy statement reads: “The Cincinnati Police Department will provide services and enforcement fairly and without discrimination toward any individual or group of people. Bias based profiling **shall not be used** as the basis for providing law enforcement services or the enforcement of laws. All members have the responsibility for achieving the Department’s goal of bias free policing.”

This position is also reflected in the Mission Statement of CPD, which states: “The Cincinnati Police Department will develop personnel and manage resources to promote effective partnerships with the community to improve the quality of life through the delivery of fair and impartial police services while maintaining an atmosphere of respect for human dignity.” Recruits, veteran officers, and supervisors are trained on ensuring equality and due process in many educational settings.

In 2019, the Mayor presented legislation that was approved by Council, authorizing the City Administration to implement key components of the Collaborative Refresh Process. As a result, all CPD employees attended training on explicit and implicit bias: *Fair and Impartial Policing*. Senior Command Staff and supervisors attended more extensive training on this topic in order to provide more extensive resources to those they manage and supervise. These classes focused on discovering and managing positive and negative biases a person may have so that biases do not impact their job and interactions with the community. The community was invited to participate in this training. Two opportunities were scheduled specifically for the public, so they might be directly exposed to officer training and might further the dialogue among police and public regarding this topic. This training was provided by Fair and Impartial Policing, LLC., a leader in implicit bias awareness training.

In May of 2019, CPD hosted a nationally recognized subject matter expert in constitutional policing and policy, who conducted *Police Legitimacy and Procedural Justice* training for the over 200 employees at the supervisory rank of sergeant and above. Topics covered in the eight-hour sessions included community policing and public trust for effective crime reduction, understanding use(s) of force through Body Worn Camera footage and other digital evidence, legal and constitutional concepts and the importance of critical thinking in police work.

As part of continuing professional training in 2019, Officer Fred Gilmer taught *Empathy Through American History* to his fellow officers. The objectives of the course included the history of race relations in the United States and the immense impact of assisting people through empathy and applying this approach to develop stronger communities.

- 2) Departments should assess their records of stops, searches, and arrests to determine where there are disparities in enforcement.**

CPD regularly assesses officer activities, workload, distribution of criminal activity, and requests for police assistance, actively seeking the most equitable approach to public safety.

Details:

Stops, search, and arrest information is collected and assessed by CPD through a variety of processes. Critical to a department's ability to assess such records is that a department have infrastructure and processes in place by which to collect this information so that it might be analyzed. Stop and search information may not be collected by all departments. It is collected by CPD, via contact cards (also containing other fields including date, time, address, stop type, and disposition of stop). For many years, contact cards were completed on paper by officers, and submitted to CPD Records Section for entry. CPD recognizes there may be a better method by which to collect this information. CPD Information Technology created an electronic Contact Card module in the Records Management System, which was launched in January of 2020. This improvement is designed to help improve the ability to aggregate and analyze this data. Contact Card information is published via the City of Cincinnati's Open Data Portal. CPD's process for collection of arrest information is also currently being modified, to improve arrest record systems. A Process Improvement Team was launched in 2020 to explore how CPD might improve collection, maintenance, and analysis of arrest records. CPD's analytic process is constantly evaluated for opportunities to improve, which include changing systems and processes of data collection to improve analytic potential in the future.

CPD has performed analysis on a variety of data sets for the purpose of evaluating where enforcement has concentrated in the City. For example, in the spring of 2020, CPD crime analysts performed citywide spatial analysis of traffic stops, traffic accidents, shootings, violent crime, citizen generated calls for service, and volume analysis of arrests. This analysis was discussed internally and externally in the context of dialogue regarding disparity. It was also shared with local media outlets to improve the public's access to this information, and to encourage the collective conversation.

CPD has also implemented Body Worn Cameras (BWC), as an important tool in the transparent delivery of police services. BWC video is reviewed in a variety of circumstances, which assists the administration in ensuring stop, search, and arrest activity is properly conducted.

CPD has a history of partnering with research professionals to assist in reviewing Department activities. One recent product of this partnership is *A Multi-Method Investigation of Officer Decision-Making and Force Used or Avoided in Arrest Situations: Tulsa, Oklahoma and Cincinnati, Ohio Police Use of Force Narrative Data Analysis Report*, authored by Michael Smith, J.D., Ph.D., Rob Tillyer, Ph.D., Robin Engel, Ph.D., and Amanda Shoulberg, M.A., of the University of Texas at San Antonio and the IACP/UC Center for Police Research and Policy. The goal of this research was to “. . . provide a deeper and more contextualized understanding of how and why police use or avoid the use of force and to identify policy, training, or other ways that law enforcement agencies can reduce the need for force, lower the rates of injuries or deaths to civilians, and reduce police victimization when interacting with members of the public under stressful or uncertain conditions” (iv; 2020). It is through research-practice partnerships such as this, that CPD strives not only to understand where disparities might exist, but also searches for opportunities to improve the delivery of police service and minimize negative outcomes when possible.

- 3) Departments should consider assigning liaison officer to communities to provide a dedicated channel for communications between police and residents.**

CPD assigns liaison officers to communities to ensure lines of communication between police and residents are open and to ensure healthy ongoing dialogue.

Details:

The Cincinnati Police Department communicates with the public they serve in a variety of meaningful ways. CPD actively engages with residents all over the city every day. Some of those interactions are informal or in routine service to the community, such as in response to calls for police service including traffic crashes, crime reports, and other public service requests. Other interactions include spontaneous conversations or officers checking in with business operators. More formally, CPD actively and regularly participates in neighborhood council meetings throughout the City. CPD District Commanders regularly attend these meetings, as do other staff dedicated to serving specific neighborhoods in their roles in CPD.

Each CPD district has a Neighborhood Liaison Unit, supervised by a sergeant, and staffed by officers designated as liaison officers to specific Cincinnati neighborhoods. Additionally, CPD maintains a Community Relations Squad, with a commitment to support citywide liaisons with clergy, Cincinnati's immigrant community, the LGBTQ community, and others.

CPD's School Resource Officers are another example of a liaison approach, given these officers are assigned to specifically partner throughout the City with school administrators, staff, and students, in a full-time capacity to support safe and healthy school environments, and to engage directly with our youth.

4) Departments should have policies and infrastructure to investigate all allegations of bias; prohibit retaliation for filing a bias complaint; and hold officers and supervisors accountable, as appropriate.

CPD has policies and infrastructure to investigate allegations of bias, to prohibit retaliation, and to hold officers and supervisors accountable.

Details:

CPD investigates all complaints, including bias, made either from the public or from employees of the police department. CPD Procedure 15.100 outlines the process for filing complaints, as well as reports of favorable conduct. All CPD employees are protected against retaliation for filing a bias complaint. As a matter of policy and procedure, all CPD employees are held to the standard set forth in the CPD Rules and Regulations Manual.

CPD broadly defines a citizen's complaint as: "an allegation from any source of any action or inaction by Department personnel the individual considers being contrary to law, proper procedure, good order; or in some manner prejudicial to the individual, the Police Department or to the community" (Procedure 15.100). Complaints are thoroughly investigated regardless of the continued participation of a complainant or of the disposition of any associated criminal charges. "The Department will not close an investigation simply because the complaint is withdrawn or the alleged victim is unwilling or unable to provide medical records or proof of injury; the Department will continue its investigation as necessary to determine whether the original allegation can be resolved. In each investigation, the fact that a complainant pled guilty or was found guilty of an offense will not be considered as evidence whether an officer did or did not use a type of force, nor will it justify discontinuing an investigation".

Additionally, any CPD employee may file a complaint through the Cincinnati Equal Employment Opportunity Office (EEO) or the Citizen Complaint Authority (CCA). CCA and CPD Internal Investigations Section (IIS) conduct independent parallel investigations of complaints made by either citizens or department employees.

5) Departments should consider whether, based on the size of the departments and makeup of their community, it would be beneficial to assign a chief diversity officer to focus on advancing the department's diversity and inclusion efforts.

CPD has reviewed this recommendation. Below are additional details regarding CPD's efforts to advance the Department's diversity and inclusion efforts.

Details:

CPD actively focuses on diversity and inclusion, in particular through the Chief who places the highest priority on those goals. Because of the Chief's commitment, CPD has met every recommendation with respect to Equality and Due Process. Most specifically, diversity and inclusion are critical components to the recruiting process. CPD recruiting efforts are conducted with specific attention to ensuring a diverse and inclusive workforce that is reflective of the community we serve.

CPD has partnered with a minority owned marketing firm to recruit new applicants focused on African Americans, Latinos, and women. CPD recruits regionally through radio, written media, social media, and other public broadcasts. The CPD recruitment staff regularly visit regional colleges to advertise and recruit minorities and other interested individuals.

CPD does not have a chief diversity officer, at least in name, because the Chief has assumed that responsibility personally. This communicates to the entire department that diversity and inclusion is a fundamental goal of CPD and that responsibility for achieving that goal is ingrained in the leadership of the organization at the highest level, rather than a specialized assignment.

6) Departments should have recruitment and outreach plans and goals so that departments have officers who are part of the community and reflect the diversity of the community they are sworn to protect.

CPD has recruitment and outreach plans focused on ensuring the department continues to have officers who are a part of, and reflective of, the community they serve.

Details:

As stated in response to the previous question, CPD does have recruitment and outreach plans and goals oriented toward ensuring that employees are a part of the community they serve, and to reflect the diversity of the community we are sworn to protect.

7) Departments should consider leadership in promoting diversity as a factor in promotion decision.

CPD considers leadership and diversity in promotion decisions.

Details:

CPD follows the State of Ohio employment laws and Cincinnati Civil Service regulations concerning hiring and promotion. Promotional processes are administered by outside vendors, and promotional assessors are recruited from outside agencies to ensure that those assessing promotional candidates do not know the candidates they are reviewing. This is designed to ensure that promotional decisions are made with neutrality, and that participants are scored across a range of indicators designed to gauge successful performance as police leaders. These characteristics certainly include the ability to lead a diverse workforce, to recognize diversity as a strength, and to encourage diversity.

COMMUNITY (Conference of Mayors Report pg. 23)

1) Departments should work with community leaders, including leaders of schools, unions, community centers, and religious groups, to identify common goals and challenges their communities are facing.

CPD works with community leaders and other stakeholders to identify common problems, goals, and potential solutions to the challenges we face together.

Details:

CPD works with community leaders and stakeholders throughout Cincinnati to identify common goals and challenges facing our communities. CPD's community engagement and active participation is wide ranging. CPD engagement to improve our common understanding of community problems, and collaborative problem solving toward solving these issues includes: active participation in neighborhood council meetings, participation in collaborative projects such as the Neighborhood Enhancement Program (NEP), and formation of problem solving teams that regularly meet to discuss and solve community problems (e.g. PIVOT problem solving efforts, and many others).

CPD is an active participant in the City Manager's Advisory Group, a group of stakeholders who provide information, analysis, advice, and recommendations to the City Manager in order to help continue the progress made in implementing the reforms under the spirit of the Collaborative Agreement. Additionally, CPD's use of problem solving as the primary response to crime and disorder, naturally requires working with community leaders and stakeholders to work toward common identification of problems, and to work toward solutions together. Problem solving projects encourage officers and community to engage. At weekly department-level STARS meetings (Strategic and Analytic Review for Solutions), district commanders and support personnel update Senior Command Staff on the progress of current problem solving projects.

CPD School Resource Officers routinely work with the leaders of our schools to solve problems. They also attend Cincinnati School Board meetings and meet with school board stakeholders to answer questions and show that CPD cares about Cincinnati Schools. Our officers are routinely present at community centers, sometimes simply to provide site security, and other times to participate in programs designed to enrich young people's lives. CPD officers participate in Citi Camp, and host Explorer and Cadet programs designed to help address some of the previously determined challenges our young people face, and to strengthen our collective ability to maintain healthy communities.

CPD actively engages with religious groups as well, including through our faith-based liaison officer. It is common for our faith-based institutions to be partners in community problem-

solving efforts, to host neighborhood meetings, or to otherwise be actively engaged with CPD officers to improve the health and safety of our communities.

2) Departments should consider Resident Officer Programs or other incentives for officers to live in the communities they serve.

CPD has considered resident officer programming, and CPD supports incentivizing officer residency should City administration develop such a program.

Details:

CPD understands that it is critical for our officers to be actively engaged members of the communities we serve, who have a real understanding of the dynamics and conditions specific to our community. However, state law prohibits CPD from mandating that its officers live in Cincinnati. We have found that even though our officers do not have a City residency requirement or a formalized Resident Officer Program, some officers choose to live in the city they serve. CPD also recognizes the regional impact that Cincinnati Police officers have in the Greater Cincinnati community. It has been estimated that our City grows from 300,000 residents, to over 1 million residents, employees, and visitors from the Greater Cincinnati region and beyond, on any given day. We are grateful for the opportunity to serve all who live, work, and play in Cincinnati.

CPD embraces the spirit at the root of this idea, that it is critical to work toward fostering trust between officers and the community we serve.

3) Departments should have community policing programs, appropriate to the particular circumstances of the community, such as youth engagement, immigration and refugee outreach, and homelessness programs.

CPD has community policing programs, robust youth engagement, immigration and refugee outreach, and partnerships with service providers focused on homelessness.

Details:

Our department's commitment to community policing is well established. CPD's Neighborhood Liaison Units, situated in each district, are just one of the many ways this commitment has been institutionalized. CPD officers develop, initiate, and participate in a wide variety of youth programming. Each year CPD officers facilitate the Police Youth Live-In at Camp Joy. CPD officers work to develop leadership skills in our youth through the Dive Right youth flag football program. CPD's Youth Services Section coordinates Citi Camp, a program serving up to 100 individuals 10-12 years of age, CPD's volunteer Explorer Program, serving young adults age 14-20, and the Cadet Program, a part-time employment opportunity for those 16-19 years of age, interested in a potential future in policing.

Immigration and refugee outreach efforts are coordinated through our dedicated immigrant liaison officer. Through this work, our officers partner with many service agencies, including Santa Maria Community Services, Bloc Ministries, and many others. CPD partners with many social service providers to confront challenges associated with homelessness, including Project for Assistance in Transition for Homelessness (PATH), created by Greater Cincinnati Behavioral Health to address homeless individuals with severe mental illness.

4) Departments should train officers on community-specific cultural literacy, the history of policing, and procedural justice.

The Cincinnati Police Department actively trains personnel on cultural literacy, the history of policing, and procedural justice.

Details:

These concepts are woven into a variety of training programs delivered to all CPD officers. Training sessions recently conducted included *Empathy Through American History* and *Implicit/Explicit Bias*, taught in 2019. *Constitutional Policing and Procedural Justice* was also taught in 2019, to all sworn supervisors. *Fair and Impartial Policing* was administered to all sworn officers in early 2020, during annual Continuing Professional Training (CPT) sessions. These training programs are discussed in greater detail on page 5 of this report, in response to equality and due process recommendations.

5) Departments should consider requiring officers and supervisors to regularly participate in community service efforts.

CPD actively engages in community service efforts.

Details:

Cincinnati police officers have a tradition of serving their community both while at work and when off duty. Many of our officers choose to coach local sports teams, participate in community and faith-based organizations, teach and tutor, and provide an extraordinarily wide range of volunteer service efforts aimed at bettering our community. Policing in Cincinnati draws those who wish to serve their community, and that service often does not stop when our officers conclude their work. So many of our officers do this work because they choose to do so, regardless of any department encouragement or requirement.

The department has a history of strongly encouraging our officers to perform service beyond policing in our community. Chief Isaac has routinely committed Cincinnati Police recruits to a week of community service to the citizens of Cincinnati. Recruits have helped to feed the hungry, pick up litter, paint neighborhood murals, and much more. Other programs previously discussed, such as the NEP, Dive Right, the Police Youth Live In, Shop with a Cop, and many others reflect the high prioritization of service to the community beyond traditional policing efforts.

ADDRESSING PROTESTS (Conference of Mayors Report pg. 25)

1) Departments should provide training on the First Amendment to officers and supervisors, explaining the broad parameters of protected speech and providing scenario-based training.

The Cincinnati Police Department provides training on the First Amendment and provides scenario-based training to support the application of these principles in policing.

Details:

All CPD officers are regularly given training on legal aspects pertaining to law enforcement actions. While attending Police Academy training, new police officers are required to receive

training on Federal, State, and local laws pertaining to civil rights and policy and procedure. CPD follows all Ohio guidelines (OPOTA) regarding police officer yearly in-service training and legal updates, taught by licensed attorneys. Having well-educated and trained police officers translates into better community-department relationships and fewer complaints regarding officer misconduct.

CPD regularly circulates training and legal updates regarding constitutional rights to all sworn officers. Officers are regularly exposed to scenario-based training programs for a real-time understanding of constitutional rights as well as differentiating between lawful and criminal actions.

2) Departments should, ahead of any mass gatherings, emphasize the importance of de-escalation and open communication, including developing relationships with advocacy groups and protest leaders where possible.

CPD emphasizes de-escalation and open communication, communicating with advocacy groups and protest leaders whenever possible.

Details:

CPD has worked diligently with the Cincinnati Human Relations Commission to develop a close working relationship with community leaders to facilitate constitutionally protected speech, assembly, and peaceful protest, as well as to assist in defusing any potential civil unrest. As part of the department policy and procedures concerning civil unrest, CPD has worked diligently to communicate with community partners in developing an on-going dialogue towards a mutual understanding and cooperation. Before any department response to civil unrest, CPD works with various community partners and the City Manager's Office to develop a meaningful response, complete with recognizing specific community priorities or concerns, or issues that need to be addressed. Prior to any planned response to mass gatherings, Department leadership gathers officers together to discuss expected response, potential challenges, and means by which lawful conduct will be supported.

CPD Procedure 12.160 Rumors and Potential Civil Disturbances, states, in part:

- 1) Provide for the documentation, processing, and analyzing of rumors concerning racial problems, civil disturbances, other police problems or services.*
- 2) Establish policies for handling incidents arising from or indicative of a racial nature and for protecting the civil rights of all citizens.*
- 3) Establish responsibility and authority of Police Department and Cincinnati Human Relations Commission (CHRC) personnel during field situations.*

3) Departments should have designated command staff and officers who are trained to respond to mass gatherings, including incident command training.

CPD leadership are trained regarding response to mass gatherings.

Details:

All CPD Command Officers, Lieutenant and above, are trained on Incident Command and Civil Disturbance procedures. All sworn officers are also exposed to this training and have a strong understanding of department policy and procedure.

Recognizing that specialized circumstances may be best addressed by personnel who are highly trained and properly equipped, in addition to department-wide training CPD has developed specialized groups who have been extensively trained on best approaches to the management of lawful conduct and the mitigation of harm, if criminal activity and violence occurs. CPD has a Civil Disturbance Response Team (CDRT), specifically trained and equipped to address these events. CPD has also provided additional training and equipment to mountain bike officers, also tasked with facilitating and managing these events.

4) Departments should have policies to minimize the use of provocative and unnecessarily aggressive tactics and equipment, such as riot gear and armored vehicles.

CPD policy and practice support the minimization of provocative tactics and equipment.

Details:

Although CPD possesses and utilizes specialized equipment such as riot gear and armored vehicles, these options are only used when absolutely necessary to protect the public or officers. CPD utilizes a layered approach for the implementation of specific equipment; using only equipment that is needed. CPD never seeks to escalate any situation based on its actions or appearance. CPD strives to address situations with the least amount of police presence or force, preferring to actively facilitate any lawful assembly. Command officer approval is often required before use of specialized equipment or force in crowd control situations, per Departmental policy.

5) Departments should plan for the possibility that peaceful protests may turn into unlawful assemblies, including by having crowd management plans for increasing the level of response if necessary; instructing officers to remove individuals who are committing wrongful acts, contemporaneously documenting their alleged conduct, and when possible, allowing others to continue to peacefully demonstrate; and planning for the possibility of mass arrests.

CPD plans for a range of contingencies when facilitating peaceful, lawful assembly.

Details:

CPD utilizes the Incident Command Model for supervising, managing, and controlling civil disorder. As mentioned previously, CPD utilizes specialized units such as CDRT and mountain bike squads, established and extensively trained to take appropriate actions, make arrests, prevent unlawful criminal actions, and allow lawful protests or gatherings to continue. CPD works cooperatively with neighboring law enforcement agencies as needed during civil unrest. CPD continually develops new policies and procedures ensuring public safety and property is protected. Officers document the conduct of those violating the law through a variety of means, including through the use of Body Worn Cameras.

6) A department that enters into a mutual aid agreement to manage a particularly large or complex gathering should have guidelines for those assisting and should never relinquish primary control of an incident. A department should set the policies that would be followed, including as to incident response and when force may be used.

CPD maintains mutual aid agreements with many jurisdictions, the language of which dictates that CPD retains control of mutual aid events in the City of Cincinnati.

Details:

CPD has mutual aid agreements or memorandums of understanding (MOU) with all its surrounding law enforcement agencies, including the Ohio State Highway Patrol. Specific language in every MOU includes the identification of duties and responsibility to perform accordingly.

“Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance, provided, however, that Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times”.

TRANSPARENCY AND ACCOUNTABILITY (Conference of Mayors Report pg. 27) **Department Policies**

1) Departments should assign final disciplinary authority to the police chief.

The Police Chief has final disciplinary authority, subject to appeals processes.

Details:

The CPD Rules and Regulations Manual outlines the disciplinary process adhered to by all police department employees. It clearly states:

“The matrix does not abrogate the Police Chief’s authority and discretion to impose any appropriate discipline when he believes the officer’s misconduct exhibits a lack of fitness for duty”. The CPD Procedure Manual gives the Police Chief final authority to manage, edit or alter any and all department policies and procedures.

“The Police Chief may cancel, revise, amend, or add to any procedure or other binding directive whenever he deems necessary”.

CPD is bound by the collective bargaining agreement between the City of Cincinnati and the Fraternal Order of Police, which outlines processes by which officers may appeal discipline administered by the Police Chief or City Manager.

In December 2020, in an effort to increase police accountability and strengthen the Police Chief and City Manager’s ability to impose appropriate discipline with due process protections, the City Administration negotiated discipline reforms with the FOP in the collective bargaining agreement. The City Administration succeeded in removing Peer Review from the grievance process, requiring an anonymous decision rendered by a three-person panel for arbitrations to mitigate systemic incentives to favor one side over the other, and retain disciplinary actions resulting in a 56-hour suspension or more in a member’s personnel service record for an increased time of 7 years.

2) Departments should have public complaint processes that make filing a complaint open to all.

CPD has an open and transparent public complaint process.

Details:

CPD Procedure 15.100 outlines the process for encouraging and assisting citizens in filing complaints against department members. This procedure also covers the reporting of positive interactions with police officers. Every complaint is investigated by either district supervisors or CPD Internal Investigations. Citizens may also file a complaint on-line through the CPD internet web page.

Procedure 15.100 clearly states every officer will assist with the citizen complaint process. Complaints are generally investigated at the district level, referred to as the Citizen Complaint Resolution Process (CCRP). More serious offenses are handled through Internal Investigations Section.

“If a citizen objects to an officer’s conduct, that officer will inform the citizen of their right to make a complaint. The officer will provide the citizen a Form 648CCI, Citizen Complaint Information brochure and a Form 648, Citizen Complaint. Officers will not discourage any person from making a complaint”.

In addition to CPD’s complaint and investigative process, the City of Cincinnati also maintains a Citizen Complaint Authority (CCA) for conducting independent parallel complaint investigations.

“The Citizen Complaint Authority’s (CCA) mission is to investigate serious interventions by police officers including, but not limited to, discharging of firearms; deaths in custody; excessive use of force; improper pointing of firearms; improper stops; improper entries, searches and seizures; and discrimination. We resolve all citizen complaints in a fair and efficient manner. CCA’s ultimate goal is to address citizens’ concerns and improve citizens’ perceptions of quality police service in the City of Cincinnati”.

CPD also allows for citizens to report positive police-citizen interactions. CPD ensures that reports of positive officer-citizen interactions are shared, via Department Staff Notes, and that they are documented in officers’ performance records. This reflects the Department’s interest in recognizing and commending positive interactions, rather than relying solely on the identification of misconduct to guide officers’ actions.

3) Departments should have policies on officer investigations that clearly define the procedures for carrying out the investigations and seeing them through to completion, even if an officer separates from the department.

CPD has policies on officer investigations, seeing them through to completion.

Details:

CPD Internal Investigations Section (IIS) is responsible for conducting all officer misconduct investigations. As a matter of IIS standard operating procedure, all complaints are fully investigated, regardless of officer employment status. All cases must be investigated to completion and be given approval by the Chief of Police (or in limited circumstances, the Executive Assistant Police Chief). Regardless of recommendations for disciplinary action, the results are the same as if the employee is still employed. Case Closures clarify final action.

4) Departments should regularly release to the public, in accordance with relevant state laws, data on disciplinary actions and decisions, including those made by arbitrators.

CPD and the City of Cincinnati regularly release data on disciplinary actions and decisions.

Details:

Since the inception of the Cincinnati Collaborative Agreement, both Citizens Complaint Authority (CCA) and CPD Internal Investigations Section (IIS) data and investigative outcomes are provided to the public, through the City of Cincinnati open data portal, and through other avenues of public access.

5) Departments should have policies that require supervisors to conduct ongoing reviews of stops, searches, arrests, and uses of force.

CPD has policies that require supervisors to conduct reviews of stops, searches, arrests, and uses of force.

Details:

As part of the Employee Tracking System (ETS)/Axon Standards, supervisors are required to regularly review police officer performance including stops, searches, arrests and uses of force. Procedure 16.111 outlines supervisor responsibilities ensuring officer performance is regularly reviewed. In part it states, “*Ensure each officer is reviewed through ETS at the conclusion of each 28 day work period, or monthly, based on the work schedule of the organizational group and documented in the employee’s Evaluation Supplement Log (ESL)*”. Reviews are also conducted whenever an employee is transferred to a new assignment. Uses of force are administratively investigated with special attention to evaluations of the propriety of a stop, arrest, and use of force. CPD leadership oversees a quarterly ETS review which identifies officers with above average activity in administrative categories, for the purpose of ensuring patterns of activity are identified and appropriately addressed.

6) Departments should require body-worn cameras and develop policies for the review, release, and preservation of footage.

CPD requires body-worn camera use, and maintains policies that govern review, release, and preservation of footage.

Details:

CPD implemented Body Worn Cameras (BWC) in 2017. The cameras were replaced with newer models in 2020. CPD Procedure (12.540) outlines the policy and procedure covering the purpose and use of the police department BWCs. In part it states:

“BWC systems promote accountability and transparency for law enforcement by providing a video record of police activity. Police operations become more transparent to the public and help resolve questions following encounters between officers and citizens.”

BWC video recordings, unless “flagged” for investigations or other administrative purposes, are kept for a period of 90 days before being purged. Events associated with criminal activity or with

administrative reports, such as uses of force, may be kept much longer. Anyone may file a request with the CPD Records Section for a copy of a BWC video recording.

CPD's BWC policy was independently reviewed by Upturn in 2017, after they were first implemented. Upturn found that CPD's BWC completely or partially satisfied seven of eight criteria that were evaluated. (www.bwccorecard.org). While Upturn identified CPD as non-compliant in a single category, officer review, CPD policy does address officer review in police intervention shootings.

“Review of the BWC footage at Criminal Investigations Section (CIS) will be made according to the investigative process and at the discretion of the Investigations Bureau commander or their designee” (12.540).

Also in 2020, CPD expanded its BWC program with the addition of technology that automatically activates the BWC when an officer draws their firearm or powers on their TASER. These actions will also activate the compatible patrol car cameras in the vicinity. By deploying this particular technology, CPD provides a fail-safe for BWC activation in sudden, unforeseen and potentially critical incidents when an officer experiences surprise, thereby ensuring the event footage is captured.

7) Departments should implement an early-intervention system to identify at-risk officers to help support their wellbeing.

CPD has processes to identify at-risk officers and to support their wellbeing.

Details:

CPD utilizes an Employee Tracking Solution (ETS)/Axon Standards allowing supervision to track and review employee uses of force, disciplinary history, and other employment records. *“The Employee Tracking Solution (ETS) is a tool to assist supervisors and managers in the assessment of overall employee performance and to serve as an early warning system for employees engaged in risk activities”.* Furthermore, CPD Procedure (16.111), outlines four levels of progressive evaluation giving supervision the ability to investigate, assess, discipline, or employ psychological evaluation and treatment. These levels are: *Supervisory Observation, Supervisory Monitoring, Supervisory Review and Supervisory Intervention.*

“Reviewing risk activities and patterns of risky behavior, as well as recognizing proper and ethical conduct is the responsibility of those supervisors and managers. ETS has been developed to assist supervisors and managers in identifying both high achieving employees and those employees in need of intervention”.

CPD also employs a Peer Support Program for officer wellbeing. Procedure (19.110) outlines the program. *“[To] Ensure a department employee's mental and emotional wellbeing after experiencing a traumatic event. The employee may receive assistance from the peer support program, assessment, and counseling by the Police Psychologist, and/or administrative leave”.*

The program identifies and treats:

1. *Obvious physical signs of emotional trauma (e.g., crying, shaking, shock)*
2. *Heightened sense of danger*
3. *Sleep difficulties/nightmares*
4. *Flashbacks/intruding thoughts*
5. *Emotional numbing*

6. *New depression*
7. *Guilt/sorrow/remorse*
8. *Suicidal thoughts*
9. *Feeling loss of control - panic/anxiety attacks*
10. *Other behaviors not characteristic of the person, based upon past knowledge*

Additionally, CPD is currently working with its contracted medical staff partners in developing new self-assessment tools for the treatment of stress related psychological issues. Employees are encouraged to participate, giving them private treatment and assistance without the fear of department interference or consequences.

cc: Colonel Eliot K. Isaac, Police Chief

Date: April 7, 2021

To: Councilmember Steven Goodin
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Resolution – Eviction Moratorium**

Transmitted herewith is a resolution captioned as follows:

URGING Hamilton County Municipal Court to reconsider its interpretation of the Sixth Circuit Court of Appeals and extend the eviction moratorium.

AWG/CMZ/(lnk)
Attachment
335870

RESOLUTION NO. _____ - 2021

URGING Hamilton County Municipal Court to reconsider its interpretation of the Sixth Circuit Court of Appeals and extend the eviction moratorium.

WHEREAS, more than 60% of the city's residents are renters; and

WHEREAS, evictions for nonpayment of rent were suspended in March 2020 but were resumed on April 1, 2021; and

WHEREAS, residents of Hamilton County are still feeling the effects of the global COVID-19 pandemic, which caused thousands of people in the United States to lose their jobs; and

WHEREAS, \$60 million is available locally to assist those who need help paying their rent and an additional \$35 million is also being made available; and

WHEREAS, these funds will ensure tenants can stay in their homes and landlords will be compensated; now, therefore,

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

Section 1. That the Mayor and this Council hereby call upon Hamilton County Municipal Court to immediately reconsider the Sixth Circuit Court's ruling and continue the eviction moratorium.

Section 2. That this resolution be spread upon the minutes of Council.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Submitted by Councilmember Goodin

202101428

Date: April 8, 2021

To: Councilmember Greg Landsman
From: Andrew W. Garth, City Solicitor *AWG*
Subject: Emergency Ordinance – Pay to Stay

Transmitted herewith is an emergency ordinance captioned as follows:

PROHIBITING the initiation or ongoing prosecution of actions for forcible detainer and entry (“eviction”) brought under Ohio Revised Code Chapter 1923, “Forcible Entry and Detainer,” for so long as the State of Emergency declared by the Governor of the State of Ohio on March 9, 2020 exists, where the sole basis for filing such eviction action is the nonpayment of rent.

AWG/EEF/(lnk)
Attachment
335810

88/10/28

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EMERGENCY

City of Cincinnati

An Ordinance No. _____

EEF

AWB

-2021

PROHIBITING the initiation or ongoing prosecution of actions for forcible detainer and entry (“eviction”) brought under Ohio Revised Code Chapter 1923, “Forcible Entry and Detainer,” for so long as the State of Emergency declared by the Governor of the State of Ohio on March 9, 2020 exists, where the sole basis for filing such eviction action is the nonpayment of rent.

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and can be easily spread from person to person; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) reported over 30,596,830 cases of COVID-19 in the United States during the ongoing pandemic, resulting in over 554,420 deaths; and

WHEREAS, on March 9, 2020, the Ohio Department of Health announced confirmed cases of COVID-19 in the State of Ohio that created a dangerous condition that may affect the health, safety, and welfare of the citizens of Ohio; and

WHEREAS, on that same date, Governor Mike DeWine declared a State of Emergency in Ohio to protect the well-being of the citizens of Ohio from the dangerous effects of COVID-19, and to assist in protecting the lives, safety, and health of the citizens of Ohio; and

WHEREAS, COVID-19 endangers the lives of the citizens of Cincinnati, creating emergency conditions impacting life and public safety and disrupting commerce; and

WHEREAS, the United States Congress in March 2020 enacted a 120-day moratorium on eviction filings based on nonpayment of rent, which moratorium expired in July 2020; and

WHEREAS, on September 4, 2020, the CDC issued a nationwide moratorium on residential evictions for individuals below a specified income level where the basis of the eviction was nonpayment of rent, which moratorium has recently been extended until June 30, 2021; and

WHEREAS, on March 29, 2021, the United States Court of Appeals for the Sixth Circuit Court issued a decision in *Tiger Lily, LLC v. U.S. Dept. of Housing and Urban Development*, et al., No. 21-5256 declining to stay the order on appeal of the United States District Court for the Western District of Tennessee, which held that the CDC moratorium was unenforceable in the Western District of Tennessee; and

WHEREAS, the Hamilton County Municipal Court, which is the forum for eviction filings for properties located in the city of Cincinnati and which is located in the jurisdiction of the United States District Court for the Southern District of Ohio, has unilaterally determined that the CDC moratorium no longer applies in the Southern District of Ohio; and

WHEREAS, the Governor of the State of Ohio has declared that the State of Emergency will persist until the state reports 50 or fewer COVID-19 cases per 100,000 people; and

WHEREAS, as of March 31, 2021, there are approximately 168 cases per 100,000 people in the state of Ohio, and approximately 145.3 cases per 100,000 people in Hamilton County; and

WHEREAS, there have been record unemployment filings across the state and widespread loss of employment attributable to the COVID-19 pandemic; and

WHEREAS, there are currently millions of dollars in rental and utility assistance funds available to qualifying residential tenants and landlords who have experienced financial hardship due to COVID-19, and such low-barrier funds may be used to pay for multiple months of unpaid monthly rent and utility bills to ensure housing stability; now, therefore,

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

Section 1. That the following shall apply to any eviction action involving residential rental property located in the city of Cincinnati and filed under Ohio Revised Code Chapter 1923, “Forcible Entry and Detainer,” for nonpayment of rent during the COVID-19 State of Emergency:

- a. Tenant’s right to pay to stay in residential rental property prior to filing of an eviction action for non-payment of rent (Complaint for Forcible Entry and Detainer):
 - i. At any time prior to the filing of an action under Ohio Revised Code Chapter 1923 for nonpayment of rent by a landlord, a tenant shall have the right to pay the landlord all past due rent with reasonable late fees, which are governed by Cincinnati Municipal Code Sections 871-9(a)(10) and 871-9(a)(11), to prevent the filing of such action for the restitution of the lands or tenements. If the tenant tenders all accrued rent and reasonable late fees, the landlord shall accept the tendered payment and allow the tenant to maintain the tenancy.
 - ii. If the tenant tenders all past due rent with reasonable late fees to the landlord prior to the filing of an action under Ohio Revised Code Chapter 1923 and the landlord refuses the tender, the tenant’s tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the landlord against the tenant for nonpayment of rent.
- b. Tenant’s right to pay to stay in residential rental property prior to an eviction judgment from non-payment of rent (Entry of Restitution):
 - i. After the filing of an action under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to a judgment, the tenant shall have the right to pay the landlord all past due rent, reasonable late fees and court costs so that the tenant may maintain the tenancy. If the tenant tenders all past due rent

amounts, including late fees and court costs, the landlord shall accept the payment. Upon receipt of the payment, the landlord shall dismiss the action against the tenant.

- ii. If the tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to a judgment and the landlord refuses the tender, the tenant's tender of all past due rent, reasonable late fees and court costs shall be an affirmative defense to the eviction action filed by the landlord against the tenant for nonpayment of rent.
- c. Tenant's right to pay to stay in residential rental property prior to the execution of the eviction judgment for non-payment of rent (Writ of Restitution):
- i. After the filing of an action under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to the execution of the eviction judgment through a writ of restitution, the tenant shall have the right to pay the landlord all past due rent, reasonable late fees and court costs, including the cost of obtaining the writ, so that the tenant may maintain the tenancy. If the tenant tenders all past due rent amounts, including reasonable late fees and court costs, including the cost of obtaining the writ, the landlord shall accept the payment. Upon receipt of the payment, the landlord shall notify the court which shall vacate the eviction judgment and dismiss the eviction action against the tenant.
 - ii. If the tenant tenders all past due rent with reasonable late fees and court costs to the landlord, including the cost of obtaining the writ, prior to the execution of the eviction judgment through a writ of restitution and the landlord refuses the tender, the bailiff shall not enforce the eviction judgment until the court instructs the bailiff to do so after an emergency hearing on the tenant's right to pay and stay at the premises. If the court finds during the emergency hearing that the tenant tendered all past due rent, reasonable late fees and court costs, including the cost of obtaining the writ, the court shall vacate the eviction judgment and dismiss the eviction action against the tenant.

Section 2. That this Ordinance shall remain in effect until such time as the Governor for the State of Ohio declares the State of Emergency issued on March 9, 2020 no longer exists.

Section 3. That this Ordinance is hereby authorized under the City of Cincinnati's home rule powers as set forth in Article I of the Charter of the City of Cincinnati.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to take action that protects the health and safety of the citizens of the City of Cincinnati by preventing evictions of tenants from residential property based on non-payment of rent in cases in which tenants have demonstrated compliance with rental payment obligations and have further paid for any additional eviction-related court costs incurred by a landlord.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: April 22, 2021

To: Councilmember Greg Landsman
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Emergency Ordinance – Pay to Stay (B Version)**

Transmitted herewith is an emergency ordinance captioned as follows:

PROHIBITING the initiation or ongoing prosecution of actions for forcible detainer and entry (“eviction”) brought under Ohio Revised Code Chapter 1923, “Forcible Entry and Detainer,” for so long as the State of Emergency declared by the Governor of the State of Ohio on March 9, 2020 exists, where the sole basis for filing such eviction action is the nonpayment of rent.

AWG/EEF/(lnk)
Attachment
335810

EMERGENCY

City of Cincinnati

EEF/B

AWB

An Ordinance No. _____

-2021

PROHIBITING the initiation or ongoing prosecution of actions for forcible detainer and entry (“eviction”) brought under Ohio Revised Code Chapter 1923, “Forcible Entry and Detainer,” for so long as the State of Emergency declared by the Governor of the State of Ohio on March 9, 2020 exists, where the sole basis for filing such eviction action is the nonpayment of rent.

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and can be easily spread from person to person; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) reported over 30,596,830 cases of COVID-19 in the United States during the ongoing pandemic, resulting in over 554,420 deaths; and

WHEREAS, on March 9, 2020, the Ohio Department of Health announced confirmed cases of COVID-19 in the State of Ohio that created a dangerous condition that may affect the health, safety, and welfare of the citizens of Ohio; and

WHEREAS, on that same date, Governor Mike DeWine declared a State of Emergency in Ohio to protect the well-being of the citizens of Ohio from the dangerous effects of COVID-19, and to assist in protecting the lives, safety, and health of the citizens of Ohio; and

WHEREAS, COVID-19 endangers the lives of the citizens of Cincinnati, creating emergency conditions impacting life and public safety and disrupting commerce; and

WHEREAS, the United States Congress in March 2020 enacted a 120-day moratorium on eviction filings based on nonpayment of rent, which moratorium expired in July 2020; and

WHEREAS, on September 4, 2020, the CDC issued a nationwide moratorium on residential evictions for individuals below a specified income level where the basis of the eviction was nonpayment of rent, which moratorium has recently been extended until June 30, 2021; and

WHEREAS, on March 29, 2021, the United States Court of Appeals for the Sixth Circuit Court issued a decision in *Tiger Lily, LLC v. U.S. Dept. of Housing and Urban Development*, et al., No. 21-5256 declining to stay the order on appeal of the United States District Court for the Western District of Tennessee, which held that the CDC moratorium was unenforceable in the Western District of Tennessee; and

WHEREAS, the Hamilton County Municipal Court, which is the forum for eviction filings for properties located in the city of Cincinnati and which is located in the jurisdiction of the United States District Court for the Southern District of Ohio, has unilaterally determined that the CDC moratorium no longer applies in the Southern District of Ohio; and

WHEREAS, the Governor of the State of Ohio has declared that the State of Emergency will persist until the state reports 50 or fewer COVID-19 cases per 100,000 people; and

WHEREAS, as of March 31, 2021, there are approximately 168 cases per 100,000 people in the state of Ohio, and approximately 145.3 cases per 100,000 people in Hamilton County; and

WHEREAS, there have been record unemployment filings across the state and widespread loss of employment attributable to the COVID-19 pandemic; and

WHEREAS, there are currently millions of dollars in rental and utility assistance funds available to qualifying residential tenants and landlords who have experienced financial hardship due to COVID-19, and such low-barrier funds may be used to pay for multiple months of unpaid monthly rent and utility bills to ensure housing stability; now, therefore,

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

Section 1. That the following shall apply to any eviction action involving residential rental property located in the city of Cincinnati and filed under Ohio Revised Code Chapter 1923, "Forcible Entry and Detainer," for nonpayment of rent during the COVID-19 State of Emergency:

- a. Tenant's right to pay to stay in residential rental property prior to filing of an eviction action for non-payment of rent (Complaint for Forcible Entry and Detainer):
 - i. At any time prior to the filing of an action under Ohio Revised Code Chapter 1923 for nonpayment of rent by a landlord, a tenant shall have the right to pay the landlord all past due rent with reasonable late fees, which are governed by Cincinnati Municipal Code Sections 871-9(a)(10) and 871-9(a)(11), to prevent the filing of such action for the restitution of the lands or tenements. If the tenant tenders all accrued rent and reasonable late fees, the landlord shall accept the tendered payment and allow the tenant to maintain the tenancy.
 - ii. If the tenant tenders all past due rent with reasonable late fees to the landlord prior to the filing of an action under Ohio Revised Code Chapter 1923 and the landlord refuses the tender, the tenant's tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the landlord against the tenant for nonpayment of rent.
- b. Tenant's right to pay to stay in residential rental property prior to an eviction judgment from non-payment of rent (Entry of Restitution):
 - i. After the filing of an action under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to a judgment, the tenant shall have the right to pay the landlord all past due rent; reasonable late fees, which are governed by Cincinnati Municipal Code Sections 871-9(a)(10) and 871-9(a)(11); reasonable

attorney's fees, not to exceed \$125.00; and court costs, so that the tenant may maintain the tenancy. If the tenant tenders all past due rent amounts, including late fees and court costs, the landlord shall accept the payment. Upon receipt of the payment, the landlord shall dismiss the action against the tenant.

- ii. If the tenant tenders all past due rent with reasonable late fees, reasonable attorney's fees not to exceed \$125.00, and court costs to the landlord prior to a judgment and the landlord refuses the tender, the tenant's tender of all past due rent, reasonable late fees, reasonable attorney's fees, and court costs shall be an affirmative defense to the eviction action filed by the landlord against the tenant for nonpayment of rent.
- c. For purposes of sections (a) and (b) of this ordinance, "tender" shall be made to the landlord in any lawful form agreed upon by the landlord, any form provided for by state law, or any form approved of by a court with jurisdiction over the eviction action. Where a tenant provides payment to a landlord in the form of a cashier's check, money order, certified check, or cash in an amount which covers all past due rent, reasonable late fees, and, where applicable, court costs, and reasonable attorney's fees, such payment shall also constitute "tender" for purposes of this section.

Section 2. That this Ordinance shall remain in effect until such time as the Governor for the State of Ohio declares the State of Emergency issued on March 9, 2020 no longer exists.

Section 3. That this Ordinance is hereby authorized under the City of Cincinnati's home rule powers as set forth in Article I of the Charter of the City of Cincinnati.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to take action that protects the health and safety of the citizens of the City of Cincinnati by preventing evictions of tenants from residential property based on non-payment of

rent in cases in which tenants have demonstrated compliance with rental payment obligations and have further paid for any additional eviction-related court costs incurred by a landlord.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: April 8, 2021

To: Councilmember Greg Landsman
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Ordinance – Eviction Affirmative Defense**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Chapter 871, “Landlord-Tenant Relationships,” of Title VIII, “Business Regulations,” of the Cincinnati Municipal Code, by **AMENDING** Section 871-9, “Obligations of Landlords and Tenants,” to ensure that tenants in residential rental properties are afforded the right to assert payment of rent as a defense in any forcible entry and detainer (“eviction”) action filed on the basis of nonpayment of rent.

AWG/EEF/(lnk)
Attachment
335808

City of Cincinnati

EEF

AWB

An Ordinance No. _____

- 2021

MODIFYING the provisions of Chapter 871, “Landlord-Tenant Relationships,” of Title VIII, “Business Regulations,” of the Cincinnati Municipal Code, by **AMENDING** Section 871-9, “Obligations of Landlords and Tenants,” to ensure that tenants in residential rental properties are afforded the right to assert payment of rent as a defense in any forcible entry and detainer (“eviction”) action filed on the basis of nonpayment of rent.

WHEREAS, over a year after the Governor of the State of Ohio declared a public health emergency due to the global pandemic caused by the novel coronavirus (“COVID-19”), the state of emergency persists and the rate of transmission of COVID-19 continues to increase despite the recent widespread availability of vaccines; and

WHEREAS, the Governor of the State of Ohio has declared that the state of emergency will persist until the State reports 50 or fewer COVID-19 cases per 100,000 people; and

WHEREAS, as of March 31, 2021, there are approximately 168 cases per 100,000 people in the state of Ohio, and approximately 145.3 cases per 100,000 people in Hamilton County; and

WHEREAS, the full scope of the long-term economic impact of the COVID-19 pandemic on the state, region, City, and tenants of residential rental properties is not yet ascertainable, but evidence to date demonstrates that there have been record unemployment filings across the state and widespread loss of employment attributable to the COVID-19 pandemic; and

WHEREAS, the Hamilton County Municipal Court has determined to allow eviction actions to proceed notwithstanding the Governor’s declaration of a state of emergency or the extension of the Center for Disease Control’s moratorium on evictions until June 30, 2021, which moratorium exists in recognition of the ongoing national public health emergency; and

WHEREAS, there are currently millions of dollars in rental and utility assistance funds available to qualifying residential tenants and landlords who have experienced financial hardship due to COVID-19, and which low-barrier funds may be used to pay for multiple months of unpaid monthly rent and utility bills to ensure housing stability; and

WHEREAS, Ohio courts have long recognized that residential tenants subject to eviction actions may assert late payment of rental payments owed as an affirmative defense in eviction matters, including in the decisions in *Bester v. Owens*, 1999 Ohio App. LEXIS 1439 (2d Dist. 1999); *Northlake Hills Co-op v. Barrett*, 1986 WL 14238 (2d Dist. 1999); and *CMHA v. Green*, 41 Ohio App. 3d 365 (1st Dist. 1987), and courts may decline to terminate lease agreements in such cases; now, therefore,

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

Section 1. That Section 871-9, "Obligations of Landlords and Tenants," of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

Sec. 871-9. – Obligations of Landlords and Tenants.

(a) In every rental agreement there shall be imposed upon the landlord the following obligations to the tenant:

- (1) The landlord shall conform to the "Obligations of Landlords" as set out in Section 5321.04 of the Ohio Revised Code.
- (2) The landlord shall maintain the rental unit in substantial compliance with the provisions applicable to landlords in the Cincinnati - Ohio Basic Building Code, the Cincinnati Fire Prevention Code, and the regulations of the board of health;
- (3) So long as the tenant continues to meet their obligation under paragraph 871-9(b)(2), no landlord shall raise the agreed rent for the rental unit above the rent charged for comparable rental units, or otherwise increase the obligations of the tenant in any way, or terminate the tenancy, or bring an action for forcible entry and detainer, in retaliation for the tenant's availing themselves of any right or remedy under this chapter or because:
 - (A) The tenant has complained in good faith to the landlord or their agent or employees of conditions in or affecting the tenant's rental unit which the tenant believes may constitute a violation of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law.
 - (B) The tenant has complained in good faith to a body charged with the enforcement of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, or the regulations of the board of health, or any other law of a condition in or affecting the rental unit which the tenant believes may constitute a violation of such codes, regulations or other laws; or
 - (C) In response to a complaint of the tenant, the body charged with enforcement of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law has served a notice or complaint of a violation on the landlord, agents, or employees of the landlord.
- (4) Within six months after the occurrence of any event referred to in this paragraph 871-9(a)(3), an action for forcible entry and detainer shall be presumed to be in

retaliation for that event and the landlord shall not be entitled to recover possession unless landlord proves by a preponderance of the evidence that:

- (A) The tenant is committing waste, creating a nuisance, using the rental unit for an illegal purpose or for other than living or dwelling purposes, or substantially impairing the quiet enjoyment of the property by the other occupants of the property; or
 - (B) The landlord desires possession of the rental unit for immediate use as landlord's own abode; or
 - (C) The rental unit must be vacated in order to make necessary repairs; or
 - (D) The landlord plans permanently and immediately to remove the rental unit from the rental market.
- (5) The obligations of a tenant under any agreement or under this chapter shall not be modified by this section, but failure of the tenant to perform any obligations other than those specified in paragraphs 871-9(b)(2) and 871-9(a)(4) shall not be grounds for eviction.
- (6) Prior to entry into the rental agreement and thereafter upon request by the tenant, the landlord shall provide to the tenant:
- (A) A copy of all rules and regulations concerning the use, occupancy and maintenance of the rental unit, appurtenances thereto, and the property of which the rental unit is a part, and
 - (B) A copy of the "Notice to tenants" set out in paragraph 871-11(a) and shall obtain from the tenant a written acknowledgement by the tenant of receipt of the rules and regulations and the "Notice to tenants" set out in paragraph 871-11(a).
 - (C) A complete copy of the written rental agreement, if any.
- (7) When a tenant provides a security deposit the landlord shall provide the tenant with a signed receipt for the security deposit and all rental payments, except for payments made by personal check of the tenant, at the time the security deposit or rental payments are made.
- (8) Upon a tenant's request, all landlords who own and control more than twenty-five rental units and require a security deposit shall offer to accept at least one of the options described in paragraph 871-9(a)(8)(A-C) in lieu of the required security deposit:
- (A) Rental security insurance that satisfies the following criteria:

- (i) The insurance provider is an approved carrier licensed by, and in good standing with, the Ohio Department of Insurance;
 - (ii) The coverage is effective upon payment of the first premium and remains effective for the entire lease term; and
 - (iii) The coverage provided per claim is no less than the amount the landlord requires for security deposits.
- (B) Payment of the security deposit over a series of no less than six equal monthly installment payments, which installments shall be due on the same day as the monthly rent payment and which may be paid together with the monthly rent payment in a single transaction, absent separate agreement by the landlord and tenant.
- (C) Payment of a reduced security deposit, which amount shall be no more than fifty percent of the monthly rental rate charged for the subject unit.
- (D) Prior to entering into a rental agreement, a landlord shall provide the tenant written notice of the available security deposit alternatives consistent with paragraph 871-11, "Notice to Tenants."
- (E) If rental security insurance meeting the criteria in this paragraph 871-9(a)(8) is not available within the corporate limits of city of Cincinnati, a landlord shall satisfy his or her obligations under this paragraph 871-9(a)(8) by offering, at his or her option, one of the rental security deposit alternatives described in paragraph 871-9(a)(8)(B-C).
- (F) The provisions of this paragraph shall not apply to a deposit placed with a landlord to secure the availability of a rental unit more than sixty days prior to the commencement of the rental period.
- (9) A tenant who elects to provide rental insurance in lieu of a required security deposit shall not be required to provide additional security or insurance coverage per claim in an amount greater than the amount required for security deposits.
 - (10) If the rental agreement includes a provision that authorizes the landlord to assess the tenant a fee for late payment of the monthly rent, the total amount of that late payment fee for any month may not exceed fifty dollars (\$50.00) or five percent (5%) of the monthly contract rent, whichever amount is greater.
 - (11) The landlord shall not:
 - (A) Charge interest on a late fee;

- (B) Impose a late fee more than one time on a tenant's single late payment of rent; or
 - (C) Impose a late fee on a tenant for the late payment or nonpayment of any portion of the rent for which a rent subsidy provider, rather than the tenant, is responsible for paying.
- (b) In every rental agreement there shall be imposed upon the tenant the following obligations to the landlord:
- (1) The tenant shall conform to the "Responsibilities of occupants" as set out in the Cincinnati - Ohio Basic Building Code and to the "Obligations of Tenant" as set out in Section 5321-05 of the Ohio Revised Code.
 - (2) The tenant shall tender the agreed rent at the agreed time and place, and in the agreed manner except:
 - (A) When the tenant has made any payment to a utility supplier for utility services to the rental unit which, by the rental agreement, is the obligation of the landlord, the tenant may deduct the amount of such payments from the rent.
 - (B) When the landlord has failed to comply with an order of state or local building, health, or fire officials within the time period specified in the initial order to the landlord, the tenant may make or cause to be made necessary repairs and deduct the reasonable cost thereof, including the cost of all necessary permits, from the rent due and owing in the next two consecutive 30 day rental periods. No tenant shall deduct more than two months' rent for the cost of repairs in any six-month period. No tenant shall undertake repairs without first obtaining the necessary permits from the Department of Buildings and Inspections. All repairs shall be made in compliance with the provisions of the Cincinnati - Ohio Basic Building Code.
 - (C) Whenever the building or a portion of the building of which the rental unit is a part is ordered vacated by governmental authority, the tenant shall vacate the rental unit and the duty of the tenant to pay rent shall be completely abated.
 - (3) The tenant shall obey all rules and regulations established by the landlord concerning the use, occupation, and maintenance of the rental unit, appurtenances thereto, and the property of which the unit is a part, if:
 - (A) The tenant has acknowledged receipt in writing of a copy of the rules and regulations prior to entry into the rental agreement, or has consented in

writing to rules and regulations promulgated after commencement of the rental agreement, and

(B) The rules and regulations are reasonably related to the convenience, safety or welfare of the tenants of the property, or to the preservation of the property, or to the fair distribution of services and facilities held out for the tenants generally, and

(C) The rules and regulations are sufficiently explicit in their prohibition, direction, or limitation of the tenant's conduct to inform tenant of what must or must not be done to comply.

(c) In any eviction action (Complaint for Forcible Entry and Detainer) brought by a landlord under Ohio Revised Code 1923 for nonpayment of rent involving a residential rental property, the tenant's tender of all past due rent; reasonable late fees, which late fees are governed by Sections 871-9(a)(10) and 871-9(a)(11); and court costs, whether tender is made before or after the filing of the eviction action, shall constitute an affirmative defense.

(d) Except as specifically provided in Section 871-9 or any other section of this chapter, all obligations of landlords and tenants under this chapter shall be interpreted as independent obligations and the duty of a tenant or landlord to meet the obligations under this chapter shall not be conditioned upon the performance of obligations by the other party to the rental agreement.

Section 2. That existing Section 871-9, "Obligations of Landlords and Tenants" of Chapter 871, "Landlord-Tenant Relationships" of the Cincinnati Municipal Code is hereby repealed.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

Date: April 22, 2021

To: Councilmember Greg Landsman
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Ordinance – Eviction Affirmative Defense (B VERSION)**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Chapter 871, “Landlord-Tenant Relationships,” of Title VIII, “Business Regulations,” of the Cincinnati Municipal Code, by **AMENDING** Section 871-9, “Obligations of Landlords and Tenants,” to ensure that tenants in residential rental properties are afforded the right to assert payment of rent as a defense in any forcible entry and detainer (“eviction”) action filed on the basis of nonpayment of rent.

AWG/EEF/(lnk)
Attachment
335808

City of Cincinnati

EEF/B

BWB

An Ordinance No. _____

- 2021

MODIFYING the provisions of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by **AMENDING** Section 871-9, "Obligations of Landlords and Tenants," to ensure that tenants in residential rental properties are afforded the right to assert payment of rent as a defense in any forcible entry and detainer ("eviction") action filed on the basis of nonpayment of rent.

WHEREAS, over a year after the Governor of the State of Ohio declared a public health emergency due to the global pandemic caused by the novel coronavirus ("COVID-19"), the state of emergency persists and the rate of transmission of COVID-19 continues to increase despite the recent widespread availability of vaccines; and

WHEREAS, the Governor of the State of Ohio has declared that the state of emergency will persist until the State reports 50 or fewer COVID-19 cases per 100,000 people; and

WHEREAS, as of March 31, 2021, there are approximately 168 cases per 100,000 people in the state of Ohio, and approximately 145.3 cases per 100,000 people in Hamilton County; and

WHEREAS, the full scope of the long-term economic impact of the COVID-19 pandemic on the state, region, City, and tenants of residential rental properties is not yet ascertainable, but evidence to date demonstrates that there have been record unemployment filings across the state and widespread loss of employment attributable to the COVID-19 pandemic; and

WHEREAS, the Hamilton County Municipal Court has determined to allow eviction actions to proceed notwithstanding the Governor's declaration of a state of emergency or the extension of the Center for Disease Control's moratorium on evictions until June 30, 2021, which moratorium exists in recognition of the ongoing national public health emergency; and

WHEREAS, there are currently millions of dollars in rental and utility assistance funds available to qualifying residential tenants and landlords who have experienced financial hardship due to COVID-19, and which low-barrier funds may be used to pay for multiple months of unpaid monthly rent and utility bills to ensure housing stability; and

WHEREAS, Ohio courts have long recognized that residential tenants subject to eviction actions may assert late payment of rental payments owed as an affirmative defense in eviction matters, including in the decisions in *Bester v. Owens*, 1999 Ohio App. LEXIS 1439 (2d Dist. 1999); *Northlake Hills Co-op v. Barrett*, 1986 WL 14238 (2d Dist. 1999); and *CMHA v. Green*, 41 Ohio App. 3d 365 (1st Dist. 1987), and courts may decline to terminate lease agreements in such cases; now, therefore,

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

Section 1. That Section 871-9, "Obligations of Landlords and Tenants," of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

Sec. 871-9. – Obligations of Landlords and Tenants.

- (a) In every rental agreement there shall be imposed upon the landlord the following obligations to the tenant:
- (1) The landlord shall conform to the "Obligations of Landlords" as set out in Section 5321.04 of the Ohio Revised Code.
 - (2) The landlord shall maintain the rental unit in substantial compliance with the provisions applicable to landlords in the Cincinnati - Ohio Basic Building Code, the Cincinnati Fire Prevention Code, and the regulations of the board of health;
 - (3) So long as the tenant continues to meet their obligation under paragraph 871-9(b)(2), no landlord shall raise the agreed rent for the rental unit above the rent charged for comparable rental units, or otherwise increase the obligations of the tenant in any way, or terminate the tenancy, or bring an action for forcible entry and detainer, in retaliation for the tenant's availing themselves of any right or remedy under this chapter or because:
 - (A) The tenant has complained in good faith to the landlord or their agent or employees of conditions in or affecting the tenant's rental unit which the tenant believes may constitute a violation of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law.
 - (B) The tenant has complained in good faith to a body charged with the enforcement of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, or the regulations of the board of health, or any other law of a condition in or affecting the rental unit which the tenant believes may constitute a violation of such codes, regulations or other laws; or
 - (C) In response to a complaint of the tenant, the body charged with enforcement of the Cincinnati - Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law has served a notice or complaint of a violation on the landlord, agents, or employees of the landlord.

- (4) Within six months after the occurrence of any event referred to in this paragraph 871-9(a)(3), an action for forcible entry and detainer shall be presumed to be in retaliation for that event and the landlord shall not be entitled to recover possession unless landlord proves by a preponderance of the evidence that:
- (A) The tenant is committing waste, creating a nuisance, using the rental unit for an illegal purpose or for other than living or dwelling purposes, or substantially impairing the quiet enjoyment of the property by the other occupants of the property; or
 - (B) The landlord desires possession of the rental unit for immediate use as landlord's own abode; or
 - (C) The rental unit must be vacated in order to make necessary repairs; or
 - (D) The landlord plans permanently and immediately to remove the rental unit from the rental market.
- (5) The obligations of a tenant under any agreement or under this chapter shall not be modified by this section, but failure of the tenant to perform any obligations other than those specified in paragraphs 871-9(b)(2) and 871-9(a)(4) shall not be grounds for eviction.
- (6) Prior to entry into the rental agreement and thereafter upon request by the tenant, the landlord shall provide to the tenant:
- (A) A copy of all rules and regulations concerning the use, occupancy and maintenance of the rental unit, appurtenances thereto, and the property of which the rental unit is a part, and
 - (B) A copy of the "Notice to tenants" set out in paragraph 871-11(a) and shall obtain from the tenant a written acknowledgement by the tenant of receipt of the rules and regulations and the "Notice to tenants" set out in paragraph 871-11(a).
 - (C) A complete copy of the written rental agreement, if any.
- (7) When a tenant provides a security deposit the landlord shall provide the tenant with a signed receipt for the security deposit and all rental payments, except for payments made by personal check of the tenant, at the time the security deposit or rental payments are made.
- (8) Upon a tenant's request, all landlords who own and control more than twenty-five rental units and require a security deposit shall offer to accept at least one of the options described in paragraph 871-9(a)(8)(A-C) in lieu of the required security deposit:

(A) Rental security insurance that satisfies the following criteria:

- (i) The insurance provider is an approved carrier licensed by, and in good standing with, the Ohio Department of Insurance;
- (ii) The coverage is effective upon payment of the first premium and remains effective for the entire lease term; and
- (iii) The coverage provided per claim is no less than the amount the landlord requires for security deposits.

(B) Payment of the security deposit over a series of no less than six equal monthly installment payments, which installments shall be due on the same day as the monthly rent payment and which may be paid together with the monthly rent payment in a single transaction, absent separate agreement by the landlord and tenant.

(C) Payment of a reduced security deposit, which amount shall be no more than fifty percent of the monthly rental rate charged for the subject unit.

(D) Prior to entering into a rental agreement, a landlord shall provide the tenant written notice of the available security deposit alternatives consistent with paragraph 871-11, "Notice to Tenants."

(E) If rental security insurance meeting the criteria in this paragraph 871-9(a)(8) is not available within the corporate limits of city of Cincinnati, a landlord shall satisfy his or her obligations under this paragraph 871-9(a)(8) by offering, at his or her option, one of the rental security deposit alternatives described in paragraph 871-9(a)(8)(B-C).

(F) The provisions of this paragraph shall not apply to a deposit placed with a landlord to secure the availability of a rental unit more than sixty days prior to the commencement of the rental period.

- (9) A tenant who elects to provide rental insurance in lieu of a required security deposit shall not be required to provide additional security or insurance coverage per claim in an amount greater than the amount required for security deposits.
- (10) If the rental agreement includes a provision that authorizes the landlord to assess the tenant a fee for late payment of the monthly rent, the total amount of that late payment fee for any month may not exceed fifty dollars (\$50.00) or five percent (5%) of the monthly contract rent, whichever amount is greater.
- (11) The landlord shall not:

- (A) Charge interest on a late fee;
 - (B) Impose a late fee more than one time on a tenant's single late payment of rent; or
 - (C) Impose a late fee on a tenant for the late payment or nonpayment of any portion of the rent for which a rent subsidy provider, rather than the tenant, is responsible for paying.
- (b) In every rental agreement there shall be imposed upon the tenant the following obligations to the landlord:
- (1) The tenant shall conform to the "Responsibilities of occupants" as set out in the Cincinnati - Ohio Basic Building Code and to the "Obligations of Tenant" as set out in Section 5321-05 of the Ohio Revised Code.
 - (2) The tenant shall tender the agreed rent at the agreed time and place, and in the agreed manner except:
 - (A) When the tenant has made any payment to a utility supplier for utility services to the rental unit which, by the rental agreement, is the obligation of the landlord, the tenant may deduct the amount of such payments from the rent.
 - (B) When the landlord has failed to comply with an order of state or local building, health, or fire officials within the time period specified in the initial order to the landlord, the tenant may make or cause to be made necessary repairs and deduct the reasonable cost thereof, including the cost of all necessary permits, from the rent due and owing in the next two consecutive 30 day rental periods. No tenant shall deduct more than two months' rent for the cost of repairs in any six-month period. No tenant shall undertake repairs without first obtaining the necessary permits from the Department of Buildings and Inspections. All repairs shall be made in compliance with the provisions of the Cincinnati - Ohio Basic Building Code.
 - (C) Whenever the building or a portion of the building of which the rental unit is a part is ordered vacated by governmental authority, the tenant shall vacate the rental unit and the duty of the tenant to pay rent shall be completely abated.
 - (3) The tenant shall obey all rules and regulations established by the landlord concerning the use, occupation, and maintenance of the rental unit, appurtenances thereto, and the property of which the unit is a part, if:

- (A) The tenant has acknowledged receipt in writing of a copy of the rules and regulations prior to entry into the rental agreement, or has consented in writing to rules and regulations promulgated after commencement of the rental agreement, and
 - (B) The rules and regulations are reasonably related to the convenience, safety or welfare of the tenants of the property, or to the preservation of the property, or to the fair distribution of services and facilities held out for the tenants generally, and
 - (C) The rules and regulations are sufficiently explicit in their prohibition, direction, or limitation of the tenant's conduct to inform tenant of what must or must not be done to comply.
- (c) In any eviction action (Complaint for Forcible Entry and Detainer) brought by a landlord under Ohio Revised Code 1923 for nonpayment of rent involving a residential rental property, the tenant's tender of all past due rent; reasonable late fees, which late fees are governed by Sections 871-9(a)(10) and 871-9(a)(11); court costs; and reasonable attorney fees, not to exceed \$125.00, whether tender is made before or after the filing of the eviction action, shall constitute an affirmative defense.
- (1) For purposes of this section, "tender" shall mean payment of any and all past due rent, reasonable late fees, court costs, and, where applicable, reasonable attorney's fees. Such tender shall be made to the landlord in any lawful form agreed upon by the landlord, any form provided for by state law, or any form approved of by a court with jurisdiction over the eviction action. Where a tenant provides payment to a landlord in the form of a cashier's check, money order, certified check, or cash in an amount which covers all past due rent, reasonable late fees, court costs, and, where applicable, reasonable attorney's fees, such payment shall also constitute "tender" for purposes of this section.
- (d) Except as specifically provided in Section 871-9 or any other section of this chapter, all obligations of landlords and tenants under this chapter shall be interpreted as independent obligations and the duty of a tenant or landlord to meet the obligations under this chapter shall not be conditioned upon the performance of obligations by the other party to the rental agreement.

Section 2. That existing Section 871-9, "Obligations of Landlords and Tenants" of Chapter 871, "Landlord-Tenant Relationships" of the Cincinnati Municipal Code is hereby repealed.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

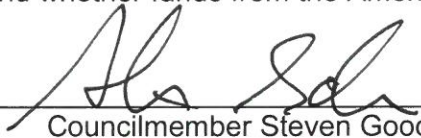


Steven P. Goodin
Councilmember

April 13, 2021

MOTION

As we work to restore trust in our government institutions, transparency has never been more important. The inability to provide timely access to police body camera footage has undermined police-community relations in many large American cities. The Citizens Complaint Authority (CCA) complains of delays in obtaining redacted footage for its investigations. The Fraternal Order of Police Lodge No. 69 has, likewise, expressed concern about the resulting delays in CCA's investigations and their effect on officer morale. Various media outlets have also routinely complained about access to public documents. Information requests by private citizens are often the subject of litigation. The City Solicitor's office has acknowledged it needs additional staff to process these requests in a timely manner. Accordingly, **WE MOVE** that the Administration prepare a report on the steps necessary to establish a new DEPARTMENT OF PUBLIC INFORMATION AND TRANSPARENCY which would, *inter alia*, coordinate with the various City departments, including the Solicitor's office, in order to respond to public records' requests and redact body camera and dash camera footage in accordance with the requirements set forth by Ohio law and the Cincinnati Municipal Code. **WE FURTHER MOVE** the Administration advise regarding the potential cost of standing up such a new Department, and whether funds from the American Rescue Plan could be utilized for this purpose.


Councilmember Steven Goodin



UC Health™ IN SCIENCE LIVES HOPE.


**UC Medical Center
Emergency Department**

- UC Medical Center is region's only Level I Trauma Center, Burn Center and a Comprehensive Stroke Center. The UC Medical Center provides care for over 70,000 visits annually including 11,000 hospital transfers.
- **First** and **only** mobile stroke unit in our region.
- If the U.S. President and/or other dignitaries required emergency care while in Cincinnati, they would receive this care at UC Medical Center.
- **First** helicopter emergency medical service in the region and the **only** to fly physicians and blood directly to patients.
- Provide medical direction for 30+ fire departments, SWAT teams, Cincinnati-Northern Kentucky International Airport.
- We are home to 100+ specialties and sub-specialties.
- UC is home to the **first** emergency medicine training program in the country for physicians (1970).
 - Over 1,000 apply each year; 14 are selected.
- UC's Department of Emergency Medicine is **#4** in the U.S. for NIH funding for research; drawing best and brightest clinicians and students to Cincinnati.
- *We are investing in our organization and our city in an unprecedented way – benefiting both patients and the city of Cincinnati.*

LOCAL 12 NEWS WEATHER SPORTS LOCAL 12 INVESTIGATES CHIME IN WATCH **LIVE**

UC trauma team, command center system helped save lives after shooting

by Liz Boris, WKRC | Friday, September 7th 2018



The UC trauma team along with the command center made a big difference caring for those who were injured Thursday. (WKRC)

[VIEW PHOTO GALLERY](#)
6 photos

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HOME NEWS SPORTS BUSINESS THINGS TO DO NKY OBITUARIES JOBS CARS **Slider** USA TODAY ARCHIVES APPS SUBSCRIBE MORE

Cincinnati shooting: How UC Medical Center scrambled team of 70-80 to care for the victims

Anne Sakor, Cincinnati Enquirer Published 3:05 p.m. ET Sept. 7, 2018 | Updated 9:31 a.m. ET Sept. 10, 2018



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For The Win

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For The Win

by Taboola

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MORE STORIES

Cincinnati shooting: Five unanswered questions about Fifth Third melee
Sept. 26, 2018, 11:01 p.m.

The call came in Thursday morning to University of Cincinnati Medical Center from first responders on Fountain Square. Inside 10 to 15 minutes, dozens of trauma and emergency caregivers mobilized for the injured from the Fifth Third Center shooting.

"This is something we can only do at a hospital like UC," Amy Makley, a trauma surgeon and UCMC's trauma medical director, a city's worst mass shooting since 2013. A man with a 9mm handgun shot and three died. The two other victims are recovering at UCMC, including 7 times. Police shot and killed the gunman.

The American College of Surgeons has certified UCMC as a Level I trauma only such facility in the region, to provide the most intensive treatment for





Historic Transformation

- UC Health has embarked on a historic \$250 million transformation of the Clifton campus, starting with the renovation and expansion of our Emergency Department at the UC Medical Center (\$60m).
- As part of the Emergency Department expansion, we are incorporating lessons learned and best practices from recent infectious disease outbreaks, mass casualty incidents, and other high-profile emergencies in order to design a state of the art facility able to respond to any foreseeable community crisis.
- This includes ensuring that our city's first responders – police, fire/EMS – have a best-in-class access point for the highest level of trauma and critical care.



EMS Canopy & Decontamination Bay

We are requesting \$2.8 million in city funding (via the City of Cincinnati's American Rescue Plan Allocation of \$290 million) for the build out of the EMS Canopy/Mass Decontamination Capability Bay for our first responders:

- Annex, with the generosity of our city, Goodman Avenue on the East side of the UCMC campus and convert it into a one-way EMS only entry for the UCMC ED. This process is essentially complete.
- Create a 5-lane wide entryway to the front of the ED.
- Level the grade of the northern 3 lanes which abut the building as ambulance drop-offs require a level surface. The southern 2 lanes will maintain current grade.
- The northern 3 level lanes will be covered with a canopy that is 100 feet long by 51 feet wide.
- Fit-out the single northern most lane that directly abuts the building with drop-down walls attached to the canopy above. Add heaters, lights and decontamination showers above and secure fluid collection tank under the street.



EMS canopy with decon curtain



Thank you for your support.

We believe this request is aligned with the funding priorities outlined by City Manager Muething: Capital Investment to Improve City Services and Quality of Life.

As we are the community's recognized leader in emergency preparedness and response, our emergency care is an essential community asset, especially in the era of catastrophes and mass casualties.

It is our privilege to embrace our responsibility to our community to be fully prepared for all patients – especially those with the most complex injuries and illnesses.




Questions?

April 27, 2021

TO: Vice Mayor Smitherman, Law and Public Safety Committee Chairman 202101533
FROM: Paula Boggs Muething, City Manager
SUBJECT: Presentation – GCWW Enhanced Lead Program Update

Attached is the presentation for the GCWW Enhanced Lead Program Update.

cc: Cathy B. Bailey, Executive Director 
Greater Cincinnati Water Works



Greater Cincinnati Water Works

Update on Enhanced Lead Program

Presentation to the Law and Public Safety Committee

Cathy Bernardino Bailey, Director

April 27, 2021

Update provided today

- Customer Outreach
- Schools and Child Care Assistance
- Lead Service Line Removal Update
- Lead and Copper Rule Update
- Future Plans



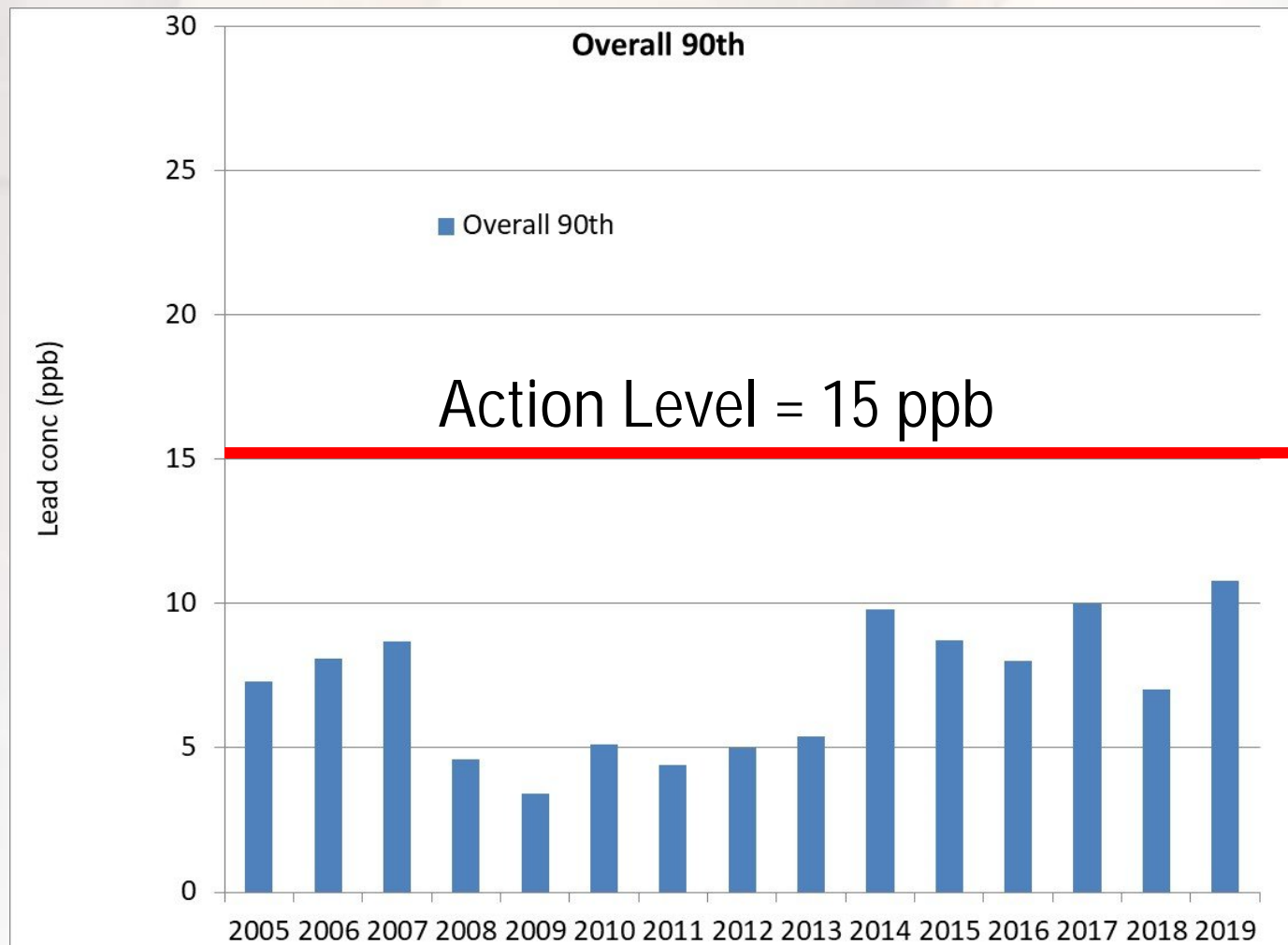
Safety of Drinking Water remains GCWW's Highest Priority



- World-class treatment facilities
- History of proactive municipal utility
- Always meet or surpass all state and federal standards
 - including Lead and Copper Rule

GCWW Compliance Data

- GCWW has always been below the Action Level
- Some individual homes can still have levels above 15ppb





Tier 1: Outreach Program

Tier 1–Outreach Awareness & Education

Website – **new and improved!**

Social media

651-LEAD – **12,000 calls**

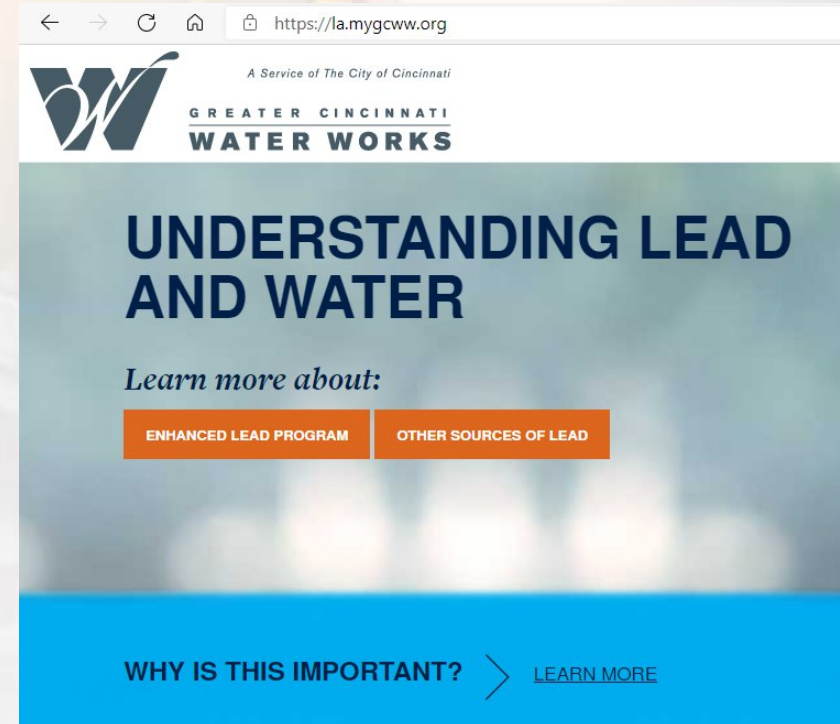
Letters – **now we also call**

Quarterly newsletter

Community council meetings – **and targeted small group conversations**

Pitcher/faucet lead filter kits

Service line lookup map



The background of the slide features a light blue sky with numerous white water droplets and splashes, suggesting a refreshing or clean environment. On the left side, there is a vertical circular inset with a red border. Inside this inset, a young child with dark hair is shown drinking from a shallow, grey, bowl-like object. Below the child, there is a depiction of a large, multi-story building with a prominent arched window and several large, white, curved pipes or vents extending from its base. The overall composition links the concept of water and cleanliness to the 'Tier 1' analysis of customer samples.

Tier 1: Analyzing Samples for Customers

Customer Sampling Stats

- # Sample kits shipped = 13,595
- # Returned and analyzed = 9321
- % Returned = 69%
- # > 15 ppb = 501
- % > 15 ppb = 5.4%

The background of the slide features a large, light blue area with numerous white water splashes and ripples, suggesting a pool or a shower. On the left side, there is a vertical, semi-circular inset image. This inset shows a young child with dark hair and a red shirt leaning over a white sink, drinking water. Below this, the inset shows two children playing in a pool, with one child jumping or running towards the water. At the bottom of the inset, there is a view of a building with a large arched window and several large, white, curved pipes or vents.

Tier 1: Schools and Child Care Assistance

School Sampling

- School Districts Participating
 - Cincinnati Public Schools = 59 schools
 - Archdiocese of Cincinnati = 30 schools
 - Forest Hills School District = 9 schools
 - Princeton School District = 4 schools
 - Others/ Independent = 7 schools
- Over 14,000 samples analyzed
- 524 (3.6%) > 15 ppb
- Published results, recommendations, and follow-up

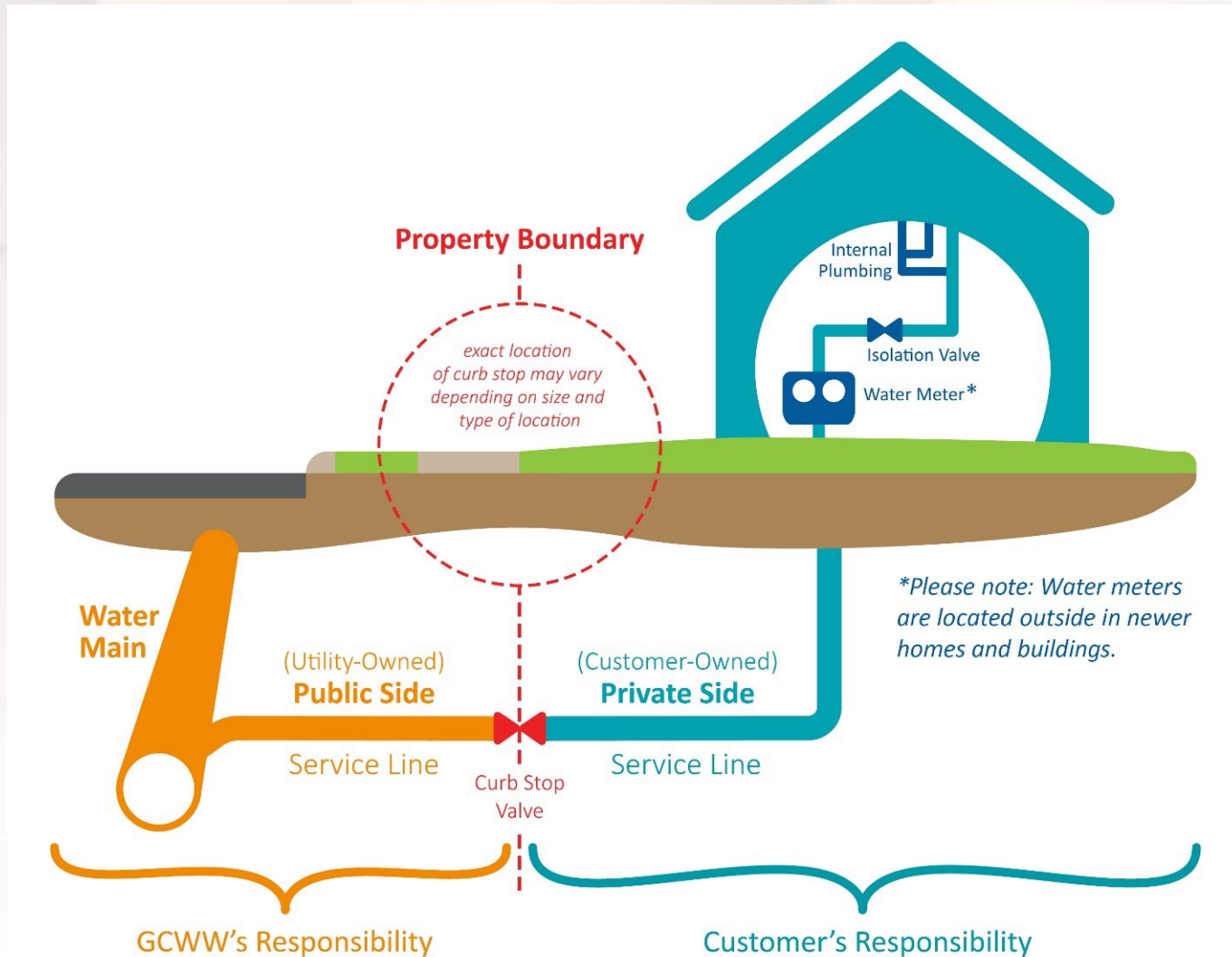
Childcare Grant

- 184 licensed childcare providers with LSLs
- Tier 1 outreach has not been effective
- In 2020, GCWW applied for and received a \$725,000 grant from H2Ohio to replace LSLs at childcare providers
- 84 childcare providers to date have opted in
 - 16 LSL have been replaced
 - 36 are pending replacement date
 - Remainder are in the contract execution process
- Actively working to contact remaining providers



Tier 2 – Lead Service Line Removal

Review of Public/Private Service Line



GCWW's Lead Service Line Replacement Program (LSLRP)

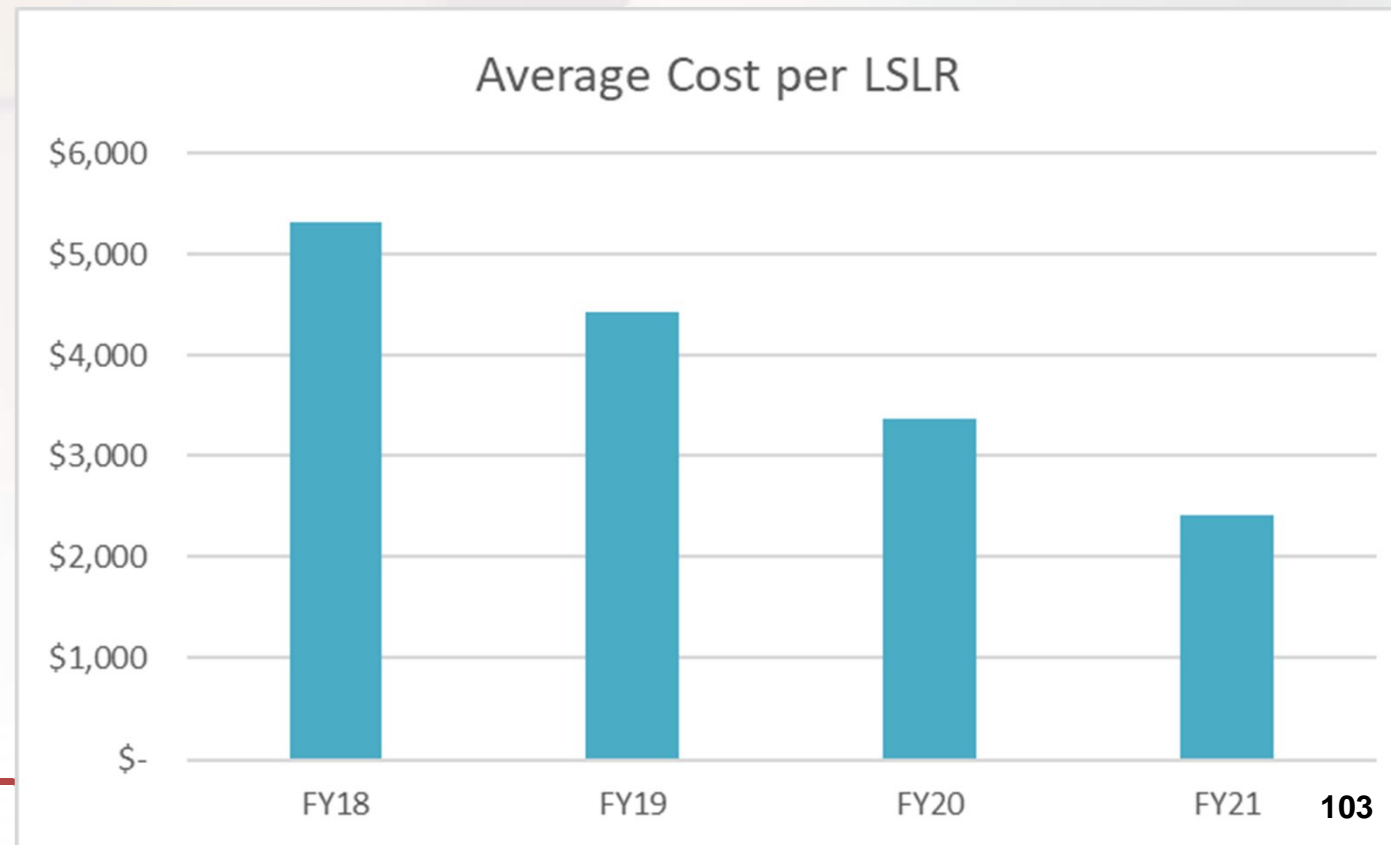
- GCWW pays for replacement costs of public side
- GCWW shares private side cost with owner
 - 40% cost share (up to \$1,500)
 - 5 or 10 year interest free special assessment for financing available for balance
- Additional assistance for low-income owners
 - Help Eliminate Lead Pipes (HELP) program
 - Provides additional 30% to qualified owners
 - Funded through donations, cell tower revenue

GCWW's LSLRP

- 3 ways to participate in program
 - Watermain replacement project – property owners provided a cost, contract, and the option to replace
 - Property owner request (one-off)
 - Leak in service line

GCWW's LSLRP

- Plumbers/Contractors
 - 11 companies pre-qualified for one-off/leak work
 - 12 companies participate through watermain work
- Private side cost - Average cost has declined



LSLRP By the Numbers

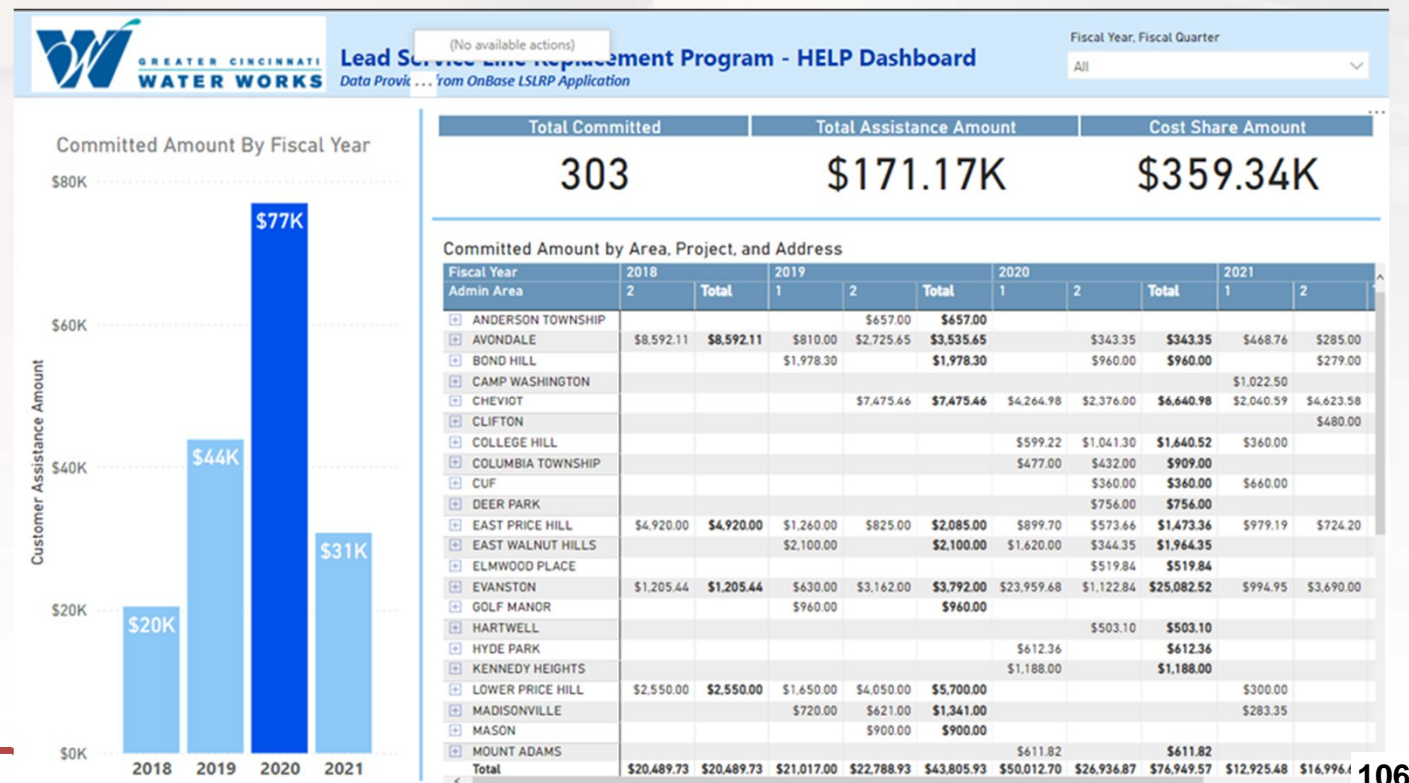
- Cost to replace line (current avg) : \$2400
- GCWW Cost sharing (40%): - \$960 (max \$1500)
- New balance: \$1440
- HELP, if qualified (30%): - \$432
- New balance: \$1008
- Payback over 10 years: \$100.80/year or \$50.40/6 months or \$8.40/month
- Payback through special assessment on property tax bill
 - Assessment Areas-
 - Cincinnati, Cheviot, Blue Ash, Fairfax, Golf Manor, Silverton, Mt. Healthy, and Deer Park

Lead Status

- First LSL replaced in GCWW program on 2/8/18
- To date:
 - Public LSLs remaining: ~14,000
 - Private LSLs remaining: ~40,000
- Over 2000 private LSLs have been replaced
 - Through GCWW's LSLRP
 - By owner
- 716 properties have assessments
- 448 paid in full

HELP Program

- Over 300 customers have been approved for HELP
- Over \$170,000 has been committed
- Average award/customer = \$565





Lead & Copper Rule (LCR) Update

Lead and Copper Rule

- Originally promulgated in 1991
- Control of lead in customer drinking water through corrosion control treatment
- Sampling at customer taps to ensure treatment is working
- Little incentive to replace lead lines



Need for Change

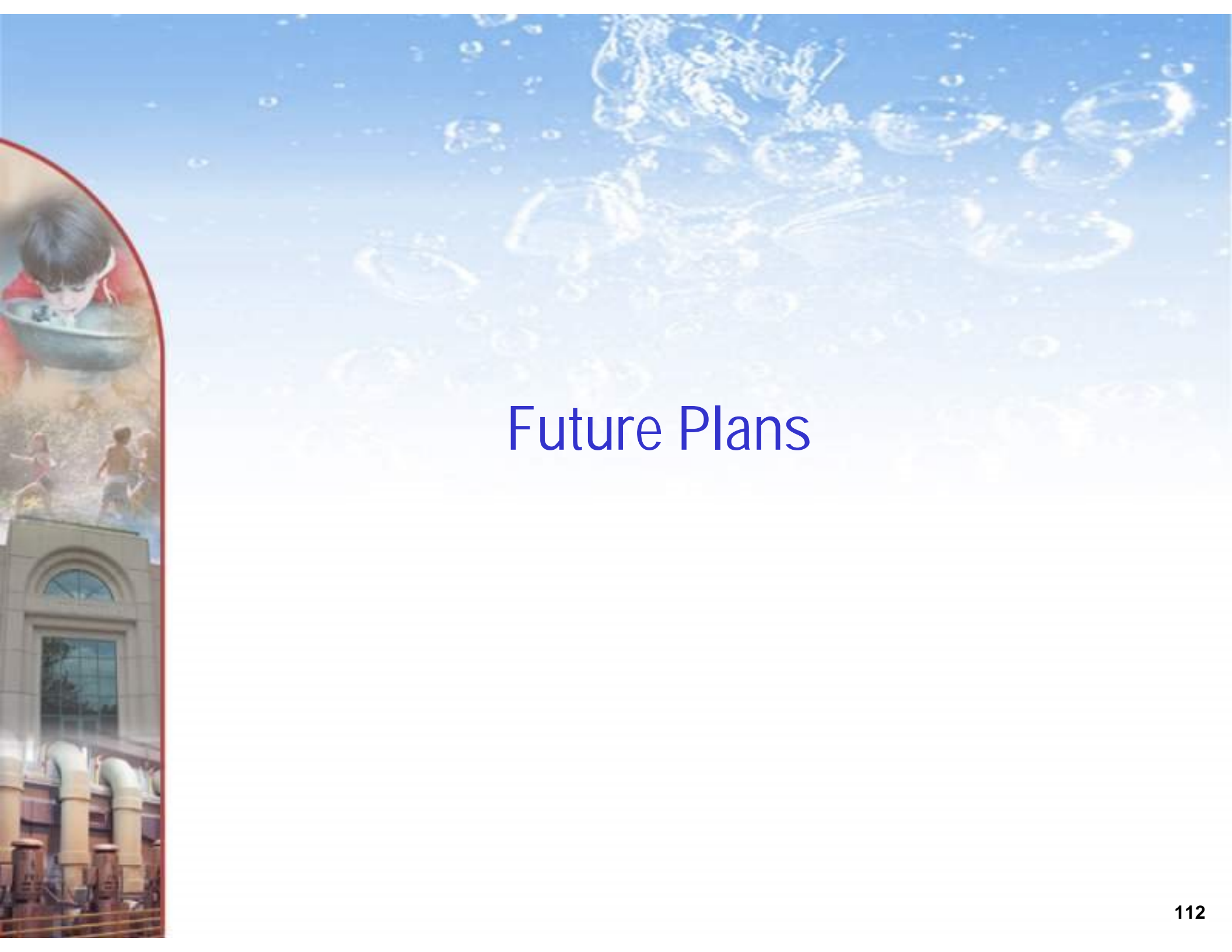
- Realization of lead impacts at extremely low levels
- As long as the sources of lead exist, real chance of lead getting into water
- Lead lines are the primary source of lead in water
- Very significant number of lead lines still in use

Revised LCR

- Published November 2020
- Focuses on removing lead while maintaining treatment
- Stricter sampling requirements will trigger replacements
- Develop inventory of where lines are
- Increase public outreach
- Required sampling of schools and childcares
- LSL removal plan must be developed
- Rule is currently under review

LSL Removal Plan

- Due by 2024
- Must identify where lines are
- Identify how a utility will replace LSLs
- Develop prioritization programs
- Identify how to pay for replacement
- Identify a "funding strategy for conducting lead service line replacements which considers ways to accommodate customers that are unable to pay to replace the portion they own"



Future Plans

Low Income Principal Forgiveness Loan

- GCWW applied for \$1,000,000 principal forgiveness loan from Ohio EPA
- Funds will be used as a grant for LSL replacement for low-income property owners
- Could assist several hundred homeowners
- GCWW posting a Request for Qualifications for qualified plumbers to be certified to the list to work on this program

Prepare for LCR Revisions

- Reduce # of service lines of “unknown” material
- Study impacts of new treatment (may be required)
- Evaluate current LSLRP and determine changes needed to comply with rule requirements
- GCWW likely triggered into mandatory replacement
- Cost is biggest barrier to LSL replacement
- Evaluate funding needs to support new rule
- Compliance could start as early as 2024
- Rule currently under review

Study Plans from Other Systems

Water System	Amount of Private Side Cost Share	Source of Funds
Green Bay, WI	Utility reimburses homeowners 100%	State grants
Louisville, KY	Utility reimburses homeowners 50%	Rates
Cleveland, OH	Utility pays 100% on Main Replacement Projects	Rates
Detroit	Utility pays 100%	Rates and some state grant funds
Ann Arbor, MI	Utility pays 100%	Rates
Pittsburgh, PA	Utility pays 100%	State loans repaid through rates
Indiana - American Water (27 systems in Indiana)	Utility pays 100%	Rates
Indianapolis, IN	Utility pays 100%	Rates
Denver, CO	Utility pays 100%	Rates
Washington DC	Utility pays 100% on Main Replacement Projects	Grant from City through tax fund
Newark, NJ	Utility pays 100%	Some grants and state loans repaid through rates
Philadelphia, PA	Utility pays 100% on Main Replacement Projects	Rates
Northern Kentucky Water District	Program in development	NA
Boston, MA	Utility pays up to \$4000, 5 year interest free loan for balance	Rates

Thanks for your time and attention!

Cathy Bernardino Bailey

Cathy.bailey@gcww.cincinnati-oh.gov

Social Media/Website	Handle/Name
Facebook	Greater Cincinnati Water Works
Facebook-Director	Cathy B. Bailey
Twitter	@CincinnatiWater
Twitter-Director	@1stLadyofWater
Lead Website	Lead.myGCWW.org

Supporting documentation

Filters

>

Search

There aren't any filters to display.

There aren't any filters to display.

Lead Test Kits Shipped & Entered in LIMS

Lead Test Kits Received from Customer

Lead Test Kits Pending Analysis

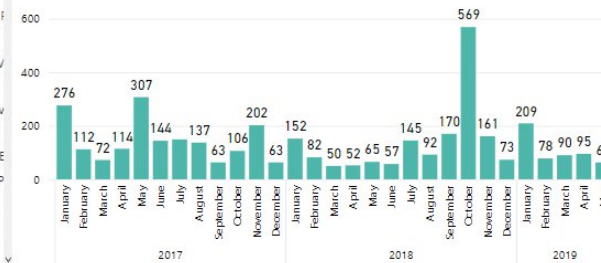
Lead Results At or Above 15 ug/L

Lead Test Kits Analyzed & Validated

Lead Test Kits Pending Validation

0

Lead Test Kits Shipped & Entered in LIMS



LeadServiceLineDashboard - Pow...

https://app.powerbi.com/groups/me/apps/6b7a548b-6d45-40de-9a7f-994ccd872ee1/reports/7cfa0fbd-18fe-448b-ab34-07822a3eed32/ReportSection99327934d7e3bd01c955?noSignUpCheck=1

Power BI GCWW Lead Program

Lead Service Line Dashboard | Data updated 4/19/21

Search

FileExportShareChat in TeamsCommentSubscribeReset to defaultBookmarksView

GCWW Lead Program

Lead Service Line Dashboard

Fund 312 - Private Lead

Branch Statistics

Branch

Neighborhood

Partial Lead Service

DRAFT - Projects

GIS Branch Edits

GCWW Lead Samples Report

LSL HELP Dashboard

LSLRP Program

LSLRP - Paginated Reports

LSLRP Letters

Other Paginated Reports

Go back

114

Public Only

26,345

Private Only

13,795

Full Service Line

40,254

Totals

Unknown Branches

1067

* Not included in Totals

City

INSIDE OF CITY

OUTSIDE OF CITY

Fiscal Year, Fiscal Quarter

All

Lead Service Line Dashboard

Data provided from GIS

Active Lead Branch Totals

Lead Branches Replaced by Fiscal Year

Drill on Rows

FY Desc	CITY FY Range	INSIDE OF CITY		OUTSIDE OF CITY	
		Private	Public	Private	Public
FY2016	1/2/2016 - 6/30/2016	29	173	3	23
FY2017	7/1/2016 - 6/30/2017	100	283	15	112
FY2018	7/1/2017 - 6/30/2018	161	239	20	46
FY2019	7/1/2018 - 6/30/2019	455	494	97	103
FY2020	7/1/2019 - 6/30/2020	803	955	104	103
FY2021	7/1/2020 - 4/19/2021	514	509	79	56

CITY	FY Designation	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
		1/2/2016-6/30/2016	7/1/2016-6/30/2017	7/1/2017-6/30/2018	7/1/2018-6/30/2019	7/1/2019-6/30/2020	7/1/2020-4/19/2021
INSIDE OF CITY	Private	29	100	161	455	803	514
	Public	173	283	239	494	955	509
OUTSIDE OF CITY	Private	3	15	20	97	104	79
	Public	23	112	46	103	103	56

120

OnBase (OnBasePROD)

File Home Customer Complaints Employee Lead Sample Result Follow-up LSLRP OOD Document Tracking Pr

Open Create Delete Add to Favorites Add to Personal Page Add to Tile Groups Save Filter Settings Reset Filter Settings Display Column Chooser Auto Size Column Widths Open in New Window Collapse All

General Favorites Settings Subfilter

LSLRP

Filters

- Projects
 - Search Projects
 - All Projects (75)
- Properties
 - Search All Properties
 - Search Property Sales
 - Search Follow-up Properties
 - Search Surveys
 - Assessed (716)
 - Paid In Full (448)
 - Service Lines Replaced (One-Off Only) (917)
 - Service Lines Replaced (Projects Only) (806)
 - Service Line Replaced (All) (1723)
 - Self Perform (108)
 - Search Pending Replacements
- One-Off Quote Request
- Replacement Process
 - Pending Quote Request (24)
 - Pending 45 Day Notice (147)
 - Pending Customer Agreement (Over 45 Days) (184)
 - Pending Customer Agreement (Under 45 Days) (183)
 - Pending Contract Execution (146)
 - Pending Replacement (568)
 - Pending Final Bill Delivery (16)
 - Pending Final Bill Receipt (Under 30 Days) (60)
 - Pending Ordinance - Cincinnati (371)
 - Pending Ordinance - Outside Cincinnati (24)
 - Pending Assessment (22)
 - Sent to Collections (1)
- HELP Program
- Assessments
 - Ordinance Search
 - Assessment Search
 - Assessed Property Search
- Self Identification
- User Defined

Assessed Property Search

Constraints

- Ordinance Assessment Description =
- Ordinance Begin Year =
- Ordinance Ordinance # =
- Parcel # =
- Address =
- Admin Area Admin Area =
- Admin Area Municipality =
- Assessment Years =

Search Clear All

122