

## **REQUEST FOR INFORMATION**

### **INDEPENDENT MONITOR Negotiated Court Enforceable Settlement Agreement Regarding the Cleveland Division of Police March 26, 2015**

#### **I. DESCRIPTION**

The United States and the City of Cleveland (“City”) currently are in negotiations to work toward a court-enforceable settlement agreement (“Consent Decree” or “Agreement”) to address findings issued by the United States on December 4, 2014. The parties have publicly announced that they will jointly select an independent monitor to assess and report to the parties and the Court whether the requirements of the negotiated Agreement are being fully implemented.

The United States Department of Justice, through the Civil Rights Division’s Special Litigation Section and the U.S. Attorney’s Office for the Northern District of Ohio, and the City of Cleveland (collectively, the “Parties”) are seeking interested individuals, firms, or organizations to serve as the Independent Monitor (“Monitor”), either as the lead Monitor or as a subject-matter expert on the Monitor’s team.

The Monitor and his or her team will assist the United States District Court for the Northern District of Ohio (“Court”), the Parties, and the Cleveland community in assessing the implementation of the Agreement in an independent and transparent manner. Once selected by agreement of the Parties and appointed by the Court, the Monitor and his or her team will assess implementation, provide technical assistance, and issue public reports on the City’s compliance with the Agreement.

**THIS IS A REQUEST FOR INFORMATION ONLY.** This Request is issued solely for information and planning purposes. It does not constitute a Request for Proposal (“RFP”) or a promise to issue an RFP in the future. This Request is not part of, and shall not be governed by, any formal municipal, state, or federal procurement process. Further, this Request does not commit the Parties to select an individual, firm, or organization to serve as the Monitor or a member of the Monitor’s team. The Parties may seek and solicit information regarding interested parties through means other than this Request. Responders are advised that the Parties will not pay for any information or administrative costs incurred in response to this Request; all costs associated with responding to this Request will be solely at the interested party’s expense. Not responding to this Request does not preclude participation in any future RFP, if any is issued, nor does it eliminate an individual, firm, or organization from being considered to serve as the Monitor or a member of the Monitor’s team.

## **II. BACKGROUND**

On December 4, 2014, the Department of Justice announced its findings resulting from a civil investigation it conducted into use of force by the Cleveland Division of Police (“CDP”). The investigation was conducted pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141. The Department of Justice concluded that it had reasonable cause to believe that CDP engages in a pattern or practice of unreasonable use of force. The City does not agree with the Department’s findings concerning a pattern or practice of unreasonable use of force by the CDP. Nevertheless, the City and CDP cooperated in the investigation, and the Parties have agreed to work collaboratively in an effort to craft an Agreement that will ensure constitutional policing. The Parties affirmed their commitment to reaching an Agreement in a Statement of Principles signed on December 2, 2014 and to selecting an independent monitor to assist in assessing compliance with the terms of the Agreement being negotiated by the parties.

The Agreement will be submitted to the United States District Court in the Northern District of Ohio for approval and entry as an order. It is anticipated that the Court will issue an Order that will include steps to implement, monitor, and enforce such Agreement negotiated by the Parties.

The Findings Letter and Statement of Principles, and other related documents, can be found on the following webpage: <http://www.justice.gov/crt/about/spl/findsettle.php>.

## **III. MONITOR’S DUTIES AND RESPONSIBILITIES**

The Agreement will provide for a Monitor to assist the Court, the Parties, and the Cleveland community in assessing and assisting the City’s compliance with the terms of the anticipated Agreement. The Agreement will specify the duties and responsibilities of the Monitor, who will be subject to the supervision and orders of the Court. For the purposes of this Request for Information, you should assume that the scope of the Agreement anticipated between the parties will focus on issues related to the subject areas described in the United States’ Findings Letter.

The Monitor will provide objective, cost-effective, and thorough assessments of whether the terms of the anticipated Agreement are being met, and whether implementation of the Agreement is resulting in constitutional policing by the CDP and increased community trust of CDP. The Monitor also will assist in compliance by offering technical assistance, issuing recommendations, and preparing public reports on the Agreement’s implementation. The Monitor will not replace or assume the role and duties of the City or CDP, including the Chief of Police, or any other City official. The Chief of the CDP will always retain full authority to run the Division of Police in accordance with the laws of Cleveland.

## IV. QUALIFICATIONS

Experience in the following areas may be useful, although lack of experience in any particular area will not disqualify a candidate.

- law enforcement practices including use of force and force investigations, community policing, crisis intervention and de-escalation techniques, training, and search and seizure practices;
- experience evaluating, developing, or implementing processes for supervisors and managers to oversee accountability in a large organization;
- experience managing or overseeing law enforcement personnel;
- monitoring, auditing, investigating, or otherwise reviewing performance of organizations;
- evaluating organizational change and institutional reform, including applying qualitative and quantitative analyses to assess progress and performance;
- experience monitoring and ensuring compliance with settlement agreements, consent decrees, or court orders;
- working with government agencies, municipalities, collective bargaining units, elected officials, civilian oversight bodies, and community members interested in policing issues;
- engaging with diverse community stakeholders to promote civic participation, strategic partnerships, and community policing;
- mediation and dispute resolution;
- use of technology and information systems to support and enhance law enforcement;
- appearing in court as a judge, monitor, counsel, or expert witness, or providing other types of testimony;
- providing formal and informal feedback, technical assistance, training, and guidance to law enforcement agencies;
- experience reviewing policies, procedures, manuals, and other administrative orders or directives, and training programs related to law enforcement practices; and
- experience with municipal budgetary and fiscal issues.

## **V. REQUESTED INFORMATION**

The Parties request that interested individuals, firms, or organizations submit information to assist the Parties in identifying potential candidates to serve as Monitor or as subject-matter experts on the Monitor's team. Interested individuals or firms may provide a resume and a letter of interest describing their current or recent experience relevant to the qualifications described above. Please describe any areas of expertise in which you may want to retain additional staff. If you know any specific individuals or entities, including subcontractors and consultants, who will assist the interested party in fulfilling the duties and responsibilities of the Monitor, please include a brief summary of each team member's relevant background or experience and attach a resume. If the identities of the individuals or entities that would assist in performing the monitoring function are unknown at the present time, please state the areas of expertise that will be sought and the process that will be used to obtain the necessary services and assistance. If you have performed similar services as part of a team before, you can describe the nature and qualifications of the team members employed.

As the Parties negotiate toward an Agreement, the Parties will likely request supplemental information, including references, proposed methodologies, and budget estimates. The Parties will provide additional information on the scope of the anticipated Agreement at that time. Candidates considered for Monitor or as a subject-matter expert on the Monitor's team will be required to disclose all actual and potential conflicts of interest.

## **VI. INFORMATION RESPONSE AS A PUBLIC RECORD**

Under the laws of the State of Ohio, all parts of the information response, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Additionally, the Parties may choose to share all or some of the submissions with the public. Therefore, to protect trade secret or proprietary information, the Responder should clearly mark each portion of each page—but only that portion of each page—of its information response that contains that information. The City will notify the Responder if such information in its information response is requested, and will make every attempt to protect trade secret or proprietary information by citing to the applicable exemption in Ohio's Public Records Laws. Blanket marking of the entire information response as "proprietary" or "trade secret" is not acceptable and will not protect the entire response unless each part of the entire response is in fact trade secret or proprietary information. The City is not obligated to protect information that is obviously not a trade secret, obviously not proprietary, and obviously public, even if labeled as such. Upon submission of an information response that contains clearly marked trade secret or proprietary information, the Responder is agreeing to defend and indemnify the City against any lawsuit or claim that the City improperly withheld a public record based upon the Responder marking it as a trade secret or proprietary information.

Letters of interest should be submitted as soon as possible in electronic format (preferably pdf) to the Parties as follows:

For the United States Department of Justice:

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