

SECOND AMENDMENT
to
PROFESSIONAL SERVICES CONTRACT
between
CITY OF CINCINNATI
and
IRIS ROLEY LLC

This **SECOND AMENDMENT** ("Second Amendment") to Contract No. PSC 101 35x051 for consulting services (the "Agreement") is made by and between the City of Cincinnati (the "City") and Iris Roley, LLC ("Contractor").

WHEREAS, on May 4, 2023, the City entered into the Agreement with Contractor to provide support in the work of the City Administration related to the Manager's Advisory Group ("MAG") and Collaborative Agreement Sustainability Initiatives for an initial term ending May 31, 2024; and

WHEREAS, the City exercised its option to renew the Agreement for one additional one-year period ending April 30, 2025; and

WHEREAS, on November 8, 2024, the Parties entered into a First Amendment to Professional Services Contract (the "First Amendment") to include the new Government Square Initiative, a three-month program ending December 31, 2024, and to provide additional funding toward this program; and

WHEREAS, the Parties desire to amend the Agreement to provide for two additional one-year renewal periods for the services under the original Agreement, one additional three-month period for the Government Square Initiative, and additional funding toward these programs, and the City Manager has approved this request;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Contractor agree to amend the Agreement in the following respects, and in these respects only. All other terms and conditions of the Agreement shall remain in full force and effect.

1. **Section 2, "Term"**, is hereby amended as follows (deletions shown in ~~strikethrough~~; insertions shown in underline):

The services of Contractor are to commence upon execution of this Agreement by both parties hereto and shall be completed by May 31, 2024. By mutual consent of the City

and Contractor, this Agreement may be renewed for ~~one~~ three additional one-year periods ending April 30, ~~2025~~ 2027. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires. Such notice shall be transmitted by registered or certified mail to the address set forth in this Agreement at Section 15, "Notices."

2. **Section 3(A), "Compensation"**, as amended by the First Amendment, is hereby amended as follows (deletions shown in ~~strikethrough~~; insertions shown in underline):
 - A. **Compensation.** The City shall pay Contractor an amount up to but not to exceed ~~\$285,000.00~~ \$570,000.00 for the services rendered under this Agreement, payable as set forth in Exhibit B attached hereto. Payment for additional services described in the Second Amendment to this Agreement and rendered on or after March 1, 2025 is expressly authorized hereunder.
3. **EXHIBIT A, "SCOPE OF SERVICES"**, of the Agreement, as amended by the First Amendment, is hereby deleted and replaced in its entirety with the new **EXHIBIT A, "SCOPE OF SERVICES"** attached to this Second Amendment.
4. **EXHIBIT B, "COMPENSATION"**, of the Agreement, as amended by the First Amendment, is hereby deleted and replaced in its entirety with the new **EXHIBIT B, "COMPENSATION"** attached to this Second Amendment.

[signature page follows]

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

CITY OF CINCINNATI

By: S. M. Long
Sheryl M. M. Long
City Manager
Date: 4/29/25, 2025

RECOMMENDED BY:

G. J.
Gabriel Fletcher
Violence Reduction Programs Manager

**APPROVED BY DEPARTMENT OF
ECONOMIC INCLUSION:**

Lydgia Sartor
Lydgia Sartor, Interim Director

APPROVED AS TO FORM:

Byron C. Rhoden
Assistant City Solicitor

CITY PURCHASING APPROVAL:

Laura Castillo
29 Apr 2025, 11:06:39 PDT
Chief Procurement Officer

CERTIFICATION OF FUNDS:

Date: 4/28/25
Funding: 050x101x7289
Amount: \$92,500.00

Steve Webb
Steve Webb, Finance Director

IRIS ROLEY LLC

By: Iris R. Raley
Print Name: Iris Raley
Its: President
Date: April 29, 2025

EXHIBIT A
SCOPE OF SERVICES

A. Guiding Principles

1. Contractor will maintain the trust she has built with community members in all actions performed under this agreement.
2. Contractor will speak truthfully, candidly, and with consistent messaging to all stakeholders.
3. The community message will be that Contractor is supporting the Collaborative Agreement in the City Manager's Office.
4. Given the significant scope of this contract project and the many stakeholders involved, Contractor and the City Manager's Office will work to support one another in this endeavor. Contractor will coordinate and secure cooperation from all stakeholders, and the City Manager's Office will provide support in the form of participation in meetings as appropriate provided Contractor notifies City of all meetings at which City participation is requested, and such notice is given at the time those meetings are scheduled or rescheduled, or within a reasonable time thereafter.

B. Scope. Contractor shall provide the following services in support of the work of the Youth Manager's Advisory Group (YMAG), the Manager's Advisory Group (MAG), and the Collaborative Agreement Sustainability Initiatives:

1. **Provide consultation and trainer services for the revitalization and reconstitution of the City of Cincinnati's Manager's Advisory Group (MAG), which shall include:**
 - a. Assisting the City Manager with recommendations of community members to join the MAG;
 - b. Monthly meetings with an Assistant City Manager and other City staff as identified by the Assistant City Manager to review key MAG planning items, initiatives, and MAG agendas;
 - c. Advising and consulting with the City Manager on community perspectives as issues related to the Collaborative Agreement and MAG arise;
 - d. Drafting and delivering a summary report to the City Manager regarding the status of the 2017 Collaborative Refresh recommendations that have been accomplished and those that are outstanding, and working collaboratively with the incoming Chief of Police and the incoming City Manager to develop a facilitative plan for moving forward;
 - e. Meeting with an Assistant City Manager and the Director of Office of Performance and Data Analytics to develop a framework for reporting key public safety data to the MAG; and
 - f. Serving as lead trainer for the MAG to:

- i. Develop, implement, and provide collaborative agreement training curriculum for current MAG membership, which curriculum must include but is not limited to the history and key components of the collaborative agreement; and
 - ii. Develop, implement, and provide one-on-one on-boarding training for newly appointed members of MAG, including submission of a detailed agenda to an Assistant City Manager at least 48-hours in advance. In the event any group MAG training is planned, notice shall be provided to an Assistant City Manager before the session is scheduled to allow for coordination of schedules to allow one or more representatives of the City Manager's Office and other invitees to attend, as determined by the City Manager.
- 2. Provide consultation and trainer services for the City of Cincinnati's Youth Manager's Advisory Group (YMAG), which shall include:**
 - a. Assisting the City Manager with recommendations of community members to join the YMAG;
 - b. Monthly meetings with an Assistant City Manager and other City staff as identified by the Assistant City Manager to review key YMAG planning items, initiatives, and YMAG agendas;
 - c. Advising and consulting with the City Manager on community perspectives as issues related to the Collaborative Agreement and YMAG arise; and
 - d. Serving as lead trainer for the YMAG to develop, implement, and provide collaborative agreement training curriculum for current YMAG membership, which curriculum must include but is not limited to the history and key components of the collaborative agreement.
- 3. Provide consultation to the City to assist with effective engagement with community stakeholders on the Collaborative Agreement, which shall include:**
 - a. Assisting the Office of the City Manager with convening and/or facilitating monthly meetings (virtual or in-person) on key topics, including but not limited to, the impact of violence in community, youth engagement on issues of policing and public safety, community-police relations, community problem solving training, and ACT for Cincy meetings;
 - b. Promoting monthly community listening sessions and meetings by:
 - i. Utilizing Contractor's network to invite community stakeholders to monthly listening/training sessions that are topically related to the goals of the Collaborative Agreement and ACT for Cincy framework; and
 - ii. Coordinating with City Communications Director or City Manager to facilitate outreach and broad invitation to monthly community listening sessions;
 - c. Coordinating, as needed, with the City Manager's Office to identify needs for City staff and material support to capture outcomes from monthly community listening sessions and meetings, with support provided as determined in the sole discretion of the City

Manager.

- d. Consult with the City Manager to facilitate community engagement in response to events involving Collaborative Agreement Sustainability objectives as directed by the City Manager.
- 4. **Provide consultation and recommendations to the City on key problem-solving initiatives centered on violence prevention and community perspectives.**
 - a. Assist City staff with SARA problem-solving training recommendations for community stakeholders – individuals and organizations – under the ACT for Cincy framework.
 - b. Consult with the City Manager, or her designee, to facilitate community engagement sessions in response to events involving problem-solving initiatives as directed by the City Manager.
- 5. **Provide personnel and management services for the Government Square Community Care Initiative to address safety and stability challenges faced by youth in downtown Cincinnati, particularly at Government Square.**
 - a. The Government Square Community Care Initiative (“Government Square Initiative”) shall focus on engaging youth, preventing violent crime, providing access to supportive resources, and fostering positive interactions between youth and the community.
 - b. The Government Square Initiative will run from:
 - i. October 1, 2024 throughout December 31, 2024, and;
 - ii. March 1, 2025 throughout May 31, 2025.
 - c. The goals of the Government Square Initiative are to:
 - i. Enhance safety and stability at Government Square through community engagement and support, including supplementing and encouraging ongoing youth safety initiatives provided by the Cincinnati Police, Cincinnati Public Schools and other stakeholders.
 - ii. Provide youth with access to employment, training, and supportive programs.
 - iii. Foster positive interactions between youth and community members, reducing negative outcomes.
 - d. The following program activities will be provided by the Contractor as part of the Government Square Initiative:
 - i. Staffing four (4) Community Care Monitors at Government Square during high-traffic hours each school day. Contractor is responsible for all staffing, management, and oversight of community care monitors.
 - a. Staff will be present Monday through Friday, 2:30 p.m. to 7:30 p.m., for a total of 900 hours over the 3-month period of the Initiative.
 - b. Staff will be SARA trained, receive trauma-informed care training, and undergo de-escalation tactics training for working with youth.

- ii. Providing mentorship, de-escalation, and trauma-informed care support to youth in the Government Square area.
- iii. Creating a safe and supportive environment to redirect youth from negative behavior and connect them to positive resources and services.
- iv. Establishing a consistent presence in the downtown business district, Government Square, Fountain Square, and Oakley Station to build trust and reduce incidents.
- v. Managing, training, and supervising staff to ensure program goals are met effectively.

- e. Additionally, Contractor will provide the City with biweekly reports on program progress, youth engagement, and outcomes.
- f. Contractor shall also provide monthly invoicing with detailed timekeeping and activity logs.
- g. Biweekly check-ins will be scheduled with the City's Violence Reduction Program Manager in the City Manager's Office to monitor progress, address any challenges, and ensure alignment with overall program goals.
- h. Contractor shall provide an end-of-project summary report with recommendations for sustaining and expanding the initiative.

C. Additional Terms

- 1. The parties understand that Contractor makes frequent public statements and is not expected generally to change her method of engagement with the media on matters unrelated to the purpose, spirit, or scope of this Agreement. However, any statements made regarding or related to the work under this Agreement or otherwise represented to be in connection with either the City Administration or the Mayor's Office must be pre-approved by the City's Director of Communications.
- 2. In the context of providing Services under this Agreement, Contractor shall not make statements that appear to promote or endorse individuals, businesses, or organizations without the pre-approval of the City's Director of Communications.
- 3. Contractor will report directly to the City Manager or to an Assistant City Manager concerning her work under this Agreement.

EXHIBIT B **COMPENSATION**

In no event shall the total compensation paid to Contractor under this Agreement exceed \$570,000.

1. Annual Fee

Contingent upon satisfactory performance of the Services, Contractor shall be paid an annual fee of \$105,000 for each term of this Agreement. Services relating to the Government Square Community Care Initiative are to be compensated following the schedule outlined below in Part 2 and are not included under the initial term or renewal period of the Agreement.

Compensation shall be payable at the rate of \$8,750 per month, inclusive of all expenses. For purposes of clarity and by way of example and not limitation, no additional reimbursement will be made for mileage, event space rental, supplies, services, or other expenses incurred by the Contractor in the performance of the Services during either the initial term or any renewal term.

Contractor may invoice the City on or after the 30th day following the effective date of this Agreement and monthly thereafter on or about the same date of each subsequent month. Contractor may not invoice for services more frequently than monthly.

In the event of an early termination by City of the initial term or of any exercised renewal term, which results in the performance of Services for less than a full 30-day period, Contractor shall be paid the full monthly amount for any invoiced but yet unpaid months and a prorated amount for Services rendered during a partial month for the period beginning on the day following the last Service date included in the immediately previous invoice to the date of termination (the "Final Performing Days") as follows;

$$\left[\frac{\# \text{ of Final Performing Days}}{30 \text{ Days}} \right] \times \$8,750.00$$

2. Government Square Initiative

In addition to the annual fee outlined above, Contractor shall be paid an amount up to, but not to exceed \$150,000 for the services associated with the Government Square Community Care Initiative, in accordance with the budget outlined below. Payment shall be made upon receipt of monthly detailed invoices and satisfactory completion of deliverables. Contractor may not invoice for services more frequently than monthly. Invoices shall include time and expenses incurred by the Contractor.

Government Square Initiative Budget	
October 1, 2024 – December 31, 2024	
Community Care Monitor Staffing -hourly wages for 4 monitors for 12 weeks, 75 hours per week	\$52,800
Critical Needs Support Fund -transportation assistance, food, school supplies, and crisis intervention services for youth at Government square	\$20,000
Administrative Management and Training -administrative costs, training, and operational expenses	\$2,200
Subtotal	\$75,000
March 1, 2025 – May 31, 2025	
Community Care Monitor Staffing -hourly wages for 4 monitors for 12 weeks, 75 hours per week	\$52,800
Critical Needs Support Fund -transportation assistance, food, school supplies, and crisis intervention services for youth at Government Square	\$20,000
Administrative Management and Training -administrative costs, training, and operational expenses	\$2,200
Subtotal	\$75,000
TOTAL	\$150,000