

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the “Agreement”) is made this 3rd day of April, 2019 (the “Effective Date”), by and between **Hillard Heintze, LLC**, hereinafter called “Contractor” and the **Village of Yellow Springs, Ohio**, hereinafter called the “Village.”

The Contractor and the Village for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor agrees to undertake the following activities over a period of 10 weeks in a three phased approach as set forth in Article 2 of this Agreement. Work shall commence on the Effective Date: Review various documents from government, such as the Guidelines for Policing against current best practice standards.

Review internal policies, procedures, performance evaluation processes, workload, staffing levels and other aspects of policing internal operations.

Review internal relationships within the Police Department and between the Police Department and the public.

Review the citizen complaint process currently in place and recommendations that have been made for alteration to that process.

Review disciplinary systems in the Department, and past cases where discipline has been administrated or not administered.

Review the potential impact of various community initiatives and recommendations (such as the work of the Village Mediation Program and the Justice System Commission).

Facilitate one or two community forums to gain broad community perceptions regarding the issues at hand.

Interview all members of the Police Department to gain their perspectives on the issues of concern.

Interview a range of community members and staff to gain their perspective on the issues of concern.

Based on the work above, develop a set of recommendations, based on current best practice, that can improve the policing environment in Yellow Springs and increase morale within the Police Department.

Prepare a report to Village Council setting forth the findings and recommendations for action intended to create a better, more stable environment. We will also do a presentation to Village Council on findings and recommendations, either at a Council meeting or at a public forum.

At the completion of the Project, the Village shall own the entire work product and there shall be no limitation in the right of the Village to use or disseminate the information.

All changes in the Scope of Work must be approved by the Village by written change order.

ARTICLE 2 Phases and Milestones

Phase 1: Data collection phase

- Review various documents from government, such as the Guidelines for Village Policing against current best practice standards.
- Review internal policies, procedures, performance evaluation processes, workload, staffing levels and other aspects of policing internal operations.
- Review internal relationships within the Police Department and between the Police Department and the public.
- Review the citizen complaint process currently in place and recommendations that have been made for alteration to that process.
- Review disciplinary systems in the Department, and past cases where discipline has been administrated or not administered.

- Review the potential impact of various community initiatives and recommendations (such as the work of the Village Mediation Program and the Justice System Commission).

Phase 2: Engagement / interview phase

- Facilitate, in collaboration with members of the YS Village Mediation Program, one or two community forums to gain broad community perceptions regarding the issues at hand.
- Interview all members of the Police Department to gain their perspectives on the issues of concern.
- Interview a range of Village staff, Council and community members to gain their perspective on the issues of concern.

Phase 3: Recommendations

- Based on the work above, develop a set of recommendations, including advisory and complaint processes, based on current best practice, that can improve the policing environment in Yellow Springs and increase morale within the Police Department.
- Develop recommendations to improve the avenues and effectiveness of communication between the Police Department and the community.
- Prepare a report to Village Council setting forth the findings and recommendations.

ARTICLE 3. Cost for Services

The Village agrees to pay the Contractor the lump sum price stipulated in the Bid for the respective items of work completed in an amount not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00). The Contractor shall bill the Village \$10,000 at the end of each phase plus expenses incurred.

ARTICLE 4: Time for Completion.

The work shall be commenced on the Effective Date and shall be completed no later than June 15, 2019.

Should any provision of this Agreement be held invalid or illegal, such illegality or invalidity shall not invalidate the whole of this Agreement. The Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 5. Miscellaneous Provisions

This Agreement and all rights and duties hereunder shall be governed by and interpreted and construed in accordance with the laws of the State of Ohio. The parties agree that any action to enforce this Agreement shall be brought in a court of competent jurisdiction located within the Greene County, Ohio.

This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. A facsimile, scanned, or paper copy of a signature is as valid as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the Effective Date.

CONTRACTOR:

Village of Yellow Springs, Ohio

Signature

Patti J. Bates, Village Manager

(Printed Name)

Patti J. Bates

Exhibit A to Resolution 2019-13

Title

Approved at to Form:
Village Solicitor

Village Manager
Title
