

**AGREEMENT FOR
MANAGEMENT 360 REVIEW SERVICES
(Yamhill County and Jensen Hughes)**

THIS AGREEMENT ("Agreement") is made by and between **Yamhill County** ("County"), a political subdivision of the State of Oregon, and **JENSEN HUGHES, INC.**, a Maryland corporation, headquartered at 3610 Commerce Drive, Suite 817, Baltimore, MD 21227 ("Contractor").

RECITALS:

- A. County, through its Yamhill County Sheriff's Office ("YCSO"), has determined the need for a 360-degree management structure operational study regarding the functions and operations of the various departments/divisions within the Sheriff's Office and that it is necessary for County to contract with a qualified consultant with training and expertise in providing such management structure reviews (the "Project").
- B. County has budgeted funds to perform the Project. County conducted a competitive quote process to select the most qualified consultant to provide the services described herein.
- C. Contractor was the most qualified proposer and is qualified to provide the required management structure review services and to perform the other related duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

AGREEMENT:

In exchange for the promises and other consideration as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Services of Contractor.** Contractor agrees to perform the following services (the "Services"), in accordance with and as detailed in County's request for quotes and Contractor's response in the form of a Competitive Quote, both of which are contained in Exhibit A, which is attached hereto and incorporated herein by this reference. Any additional work beyond the Services may be negotiated individually at Contractor's hourly rate or at a negotiated project rate.
2. **County's Duties.** If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.
3. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
 - a. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.
 - b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include vacation, holiday and sick leave, other leaves

with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as otherwise required by law.

- c. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

4. Compensation; Payment Schedule. Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a total fee of not-to-exceed \$40,000, excluding reimbursable expenses. Expenses will be billed as incurred and are anticipated to be primarily related to any lodging and transportation required, in addition to a 13.8% general and administrative (G&A) fee. The only compensation due Contractor is specifically stated in this Agreement.

Contractor will submit an itemized, monthly invoice for services, labor charges and expenses as provided in the Scope of Work as they are incurred. County shall pay the Contractor within thirty (30) days following the date an invoice is received, reviewed, and approved by County. County shall make payments only after receipt, review, and approval of (i) the Contractor's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice.

5. INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, TO THE EXTENT ARISING OUT OF OR RESULTING FROM CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE SUBJECT WORK AND SERVICES UNDER THIS AGREEMENT OR CREATED BY ANY ACT OR ERROR OF A VENDOR, SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE INDEMNIFICATION OF YAMHILL COUNTY FOR LIABILITY ATTRIBUTABLE TO YAMHILL COUNTY'S SOLE NEGLIGENCE.

6. Insurance. Contractor, at Contractor's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- a. Workers' Compensation Insurance in compliance with statutory requirements;
- b. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- c. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or Services provided under the Agreement.
- d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to

Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

7. **Private Business.** Contractor shall not operate any private business from any County property, nor shall Contractor utilize any County property for Contractor's private business, except to perform the Services described in this Agreement, however, phone calls received or made by Contractor using County equipment and while on County property shall be allowed only on an emergency, occasional basis. If a long-distance telephone call is made on an emergency, occasional basis, it shall be charged to Contractor's private business telephone number or credit card.

8. **Term; Termination; Default.**

- a. **Term.** Unless terminated in accordance with subsection (2), the term of this Agreement is from December 23, 2021, through March 15, 2022, and supersedes any prior agreements between the parties regarding the subject matter.
- b. **Termination.** Either party may terminate this Agreement on thirty (30) calendar days written notice to the other party. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of immediate termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. Termination shall not excuse liabilities incurred prior to the termination date. In the event the County terminates this Agreement for convenience, the County shall pay and reimburse the Contractor for services rendered and costs incurred up to and including the date of termination. If the payment terms are based upon a fixed fee price, then the Contractor shall be paid on a pro rata basis in proportion to the contract price based on the level of effort expended up to and including the date of termination, as invoiced by the Contractor.
- c. **Default.** If Contractor defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the County sends notice of such default to the address on this Agreement, County may, at its option, terminate the Agreement, such termination to be effective immediately upon expiration of the thirty day notice period; provided, however, that in the event Contractor provides written notice to County that the default cannot reasonably be

cured by Contractor within said thirty (30) day period and the Contractor provides written certification that it is, in good faith, endeavoring to cure said default, then the thirty (30) day cure period shall be extended for an additional reasonable period to allow for such cure, but any such extended period shall not exceed 30 additional days, unless otherwise mutually agreed in writing by both County and Contractor.

9. Confidentiality. Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to Contractor in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Confidential Information does not include information that (1) was or becomes generally available to the public other than as a result of disclosing by the receiving party; (2) was or becomes generally available to the receiving party on a non-confidential basis from a third party who, to the best of the receiving party's knowledge, is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation; (3) was in the receiving party's possession at the time of disclosure and was not acquired by the receiving party from the disclosing party on a confidential basis; or (4) was independently developed by the receiving party without reference to the disclosing party's Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

10. Compliance with Applicable Laws; Compliance with Tax Laws. Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. Contractor will provide Services to County clients without regard for race, color, creed, religion, or national origin in compliance with Title IV, Civil Rights Act, 1954. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

11. Ownership and Rights.

- a. **Ownership of Work Product by County.** All work product, including but not limited to the Deliverables listed in Exhibit A ("Work Product") shall be exclusively owned by County and shall be considered works made for hire by Contractor for County. Except as set forth below, County shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product.
- b. **Vesting of Rights.** With the sole exception of any Preexisting Works, as defined and identified below, Contractor agrees to assign, and upon creation of Work Product automatically assigns, to County, its successors and assigns, ownership of all United States and international copyrights and

all other intellectual property rights in such Work Product. This assignment is undertaken in part as a contingency against the possibility that any such Work Product, by operation of law, may not be considered a work made for hire by Contractor for County. From time to time, upon County's request, Contractor and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as County may request. County and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for Work Product and any portions thereof.

- c. **Preexisting Works.** In the event that any portion of the Work Product constitutes a preexisting work for which Contractor cannot grant to County the rights set forth above, Contractor shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions applicable to Contractor's or County's use of such preexisting work; and (4) the source of Contractor's authority to employ the preexisting work in the preparation of the Work Product. Any works that satisfy the above requirements shall be considered as "Preexisting Works." The only Preexisting Works that may be used in any Work Product are the Preexisting Works specified herein, if any, and any Preexisting Works that may be approved in writing by County prior to use.
- d. **Grant of License.** Upon receipt of payment for Services, Contractor hereby grants to County a limited, non-exclusive, royalty-free, worldwide, perpetual and irrevocable license to use and reproduce the Preexisting Works solely in support of the agreed upon Work and Services as specified in Exhibit A.

12. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

13. Governing Law; Jurisdiction; Venue. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.

14. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

15. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16. Attorney Fees. In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

17. **Severability.** If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

18. **No Third-Party Beneficiaries.** Except as expressly provided herein, nothing contained in this Agreement is intended, nor shall it be construed to create rights for the benefit of third parties.

19. **Certification of reading and understanding of documents; Precedence.** The Contractor hereby certifies it has read and fully understands and this Agreement and Contractor accepts this Agreement and its terms and conditions, including solicitation documents. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. **In the event of a discrepancy or inconsistency between Contractor's proposed "Scope of Work" or any other contract document, including this Agreement, this Agreement shall take precedence.**

20. **Exhibits and Recitals.** All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

21. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. However, if the Contractor is delayed by causes outside its control, any governing schedule shall be extended by a reasonable time.

22. **Status of the Project Supervisor.** Tim Svenson is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform all inspections of Services and shall have authority to stop the Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all Services and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project Services. The Supervisor has authority to reject or accept the Project Services.

23. **Prohibition of Discrimination.** In hiring employees or subcontractors for performance of Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, or sex discriminate against a person who is qualified and available to perform Services to which employment relates.

24. **Integration.** This Agreement, along with its Exhibits, constitutes the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

25. **Limitation to Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, COUNTY EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF CONTRACTOR, ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR CONTRACTOR'S PROFESSIONAL SERVICES, SHALL NOT EXCEED THE FEE PAID TO CONTRACTOR. NEITHER CONTRACTOR NOR THE COUNTY WILL BE LIABLE TO THE

OTHER FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OR OTHER OPPORTUNITY, LOSS OF GOODWILL OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES.

THIS AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures below.

JENSEN HUGHES

Robert Davis
Digitally signed by Robert Davis
Date: 2021.12.30 11:03:08 -06'00'

By: Robert L. Davis

Print Title Senior Vice President and Practice Lead, Law Enforcement Consulting

Date: 12/30/2021

SS# /Tax ID#: 521199515

YAMHILL COUNTY, OREGON



MARY STARRETT, Chair

Board of Commissioners

Date: 1/3/22



TIM SVENSON, Sheriff

Date: 01/03/2022

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
12/23/21 by Board Order
21-504

Exhibit A
(see attached)

EXHIBIT A

Emily Williams

From: Emily Williams
Sent: Thursday, October 21, 2021 10:11 AM
To: Davis, Robert
Cc: Boehmer, Robert; Tim Svenson
Subject: RE: Yamhill County Sheriff's Office - Request for Contact
Attachments: YCSO 2021-07_STRUCTURE+UNITS ONLY.pdf

Rob,

Per your phone call with Sheriff Svenson on Thursday, October 14, we would like request a quote for a Management 360° review of Yamhill County Sheriff's Office (YCSO) to include:

- An overall review of YCSO management structure, to include determinations/recommendations on organizational structure to ensure we have the right composition for the size and functions of our agency
- A review of the supervision model, with a focus on communication pathways, to identify levels of effectiveness in the communication styles from the top down
- A review of the leadership style of managers, with a focus on success of leadership in all divisions

Attached, please find our current organizational chart to assist you in drafting the scope of work. Please let me know if you have any additional data needs in order to draft the scope.

Thank you,
Emily

From: Brian Kauffman <kauffmab@wou.edu>
Sent: Monday, October 11, 2021 1:15 PM
To: Emily Williams <williamse@co.yamhill.or.us>
Cc: Davis, Robert <robert.davis@jensenhughes.com>; Boehmer, Robert <robert.boehmer@jensenhughes.com>
Subject: Re: Yamhill County Sheriff's Office - Request for Contact

Great, thank you so much!

On Mon, Oct 11, 2021 at 12:30 PM Emily Williams <williamse@co.yamhill.or.us> wrote:

Director Kauffman,

Thank you for sharing this information. Sheriff Svenson is at a training this week, but I will provide him the information below and, if he has time in his training schedule, I will work to set up a call.

Emily

B.O. 21-504
Exhibit "A"

From: Brian Kauffman <kauffmab@wou.edu>
Sent: Monday, October 11, 2021 11:49 AM
To: Emily Williams <williamse@co.yamhill.or.us>; robert.davis@jensenhughes.com; Boehmer, Robert <robert.boehmer@jensenhughes.com>
Subject: Re: Yamhill County Sheriff's Office - Request for Contact

[This email originated outside of Yamhill County]

Hi Emily,

It was nice talking with you and Sheriff Svenson. Here is the contact information to follow up on with the Sheriff's request. I have talked with Rob Davis and let him know that you or the Sheriff may be calling. Rob is a great person to talk to and I know can give the Sheriff the information and direction he may be wanting to go. Here is his email and I have cc'd him in this email. If you go to this location you can find out more about Rob and Jensen Hughes. Here is the weblink
<https://www.jensenhughes.com/member/robert-l-davis>

Let's start with Rob first and see what his recommendations are. Thanks Emily let me know how I can be of any further assistance. Have a great week.

Brian

--

Brian Kauffman Ph.D.
Executive Director
Western Community Policing Institute
(503) 751-4008

On Thu, Oct 7, 2021 at 1:54 PM Emily Williams <williamse@co.yamhill.or.us> wrote:

Director Kauffman,

Thank you for your time today speaking with Sheriff Svenson. As discussed, contact information for any individuals, groups, or agencies that can provide the services requested would be appreciated.

Thank you,
Emily

Emily Williams
Executive Assistant to Sheriff Svenson

Yamhill County Sheriff's Office
535 NE 5th Street, Room 143

McMinnville, OR 97128
williamse@co.yamhill.or.us

P: (503) 434-7506 x6289
F: (503) 472-5330
www.co.yamhill.or.us/sheriff



Visit the [Yamhill County Sheriff's Office](#) on Facebook

*****CONFIDENTIALITY NOTICE*****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

YAMHILL COUNTY CITIZENS

SHERIFF

SR. ACCT. CLERK

EXECUTIVE ASSISTANT

OPERATIONS Captain

ENFORCEMENT Captain

CORRECTIONS Captain

AIC PROGRAMS
Program Supervisor

VOLUNTEERS

CORRECTIONS RECORDS
Records Clerk Supervisor*
Records Clerks / Senior Records Clerks (5)

VOLUNTEER GROUPS
ARES, CADETS, CERT,
POSSE, SAR, VRU

EMERGENCY MANAGEMENT
Sergeant
Specialist, Tech/Volunteer Coordinator

RADIO PROGRAM
Lieutenant

CIVIL
Deputy
Civil Deputy

DOG CONTROL
Homeward Bound Pets

CORRECTIONS OPERATIONS
Administrative Sergeant / Sergeants
Deputies (23)

CAMPUS & COURT SECURITY
Sergeant
Deputies (3)
Court Security Reserves

RURAL PATROL
Deputies (17)

ENFORCEMENT PATROL
Administrative Sergeant* /
Sergeants (5)

CONTRACT CITIES PATROL
(AMITY, DAYTON, LAFALETTE,
SHERIDAN, WILLAMINA)
Deputies* (9)

EVIDENCE
Technician

RECORDS
Records Clerk Supervisor*
Records Clerks (3)

CRISIS INTERVENTION
Deputy

IMPAIRED DRIVING ENFORCEMENT
Deputy

CRISIS INTERVENTION
Deputy*

SIU
Sergeant
Detectives (3)

CRISIS INTERVENTION
Deputy*

CRIT
Administrative Sergeant*
Detective
Deputy

HEALTH AND SAFETY COMPLIANCE
Deputy

TRAFFIC SAFETY ENFORCEMENT
Deputy*

K-9
Deputy*

ENFORCEMENT RESERVES

MARINE PATROL
Seasonal Reserves

*Individual is listed more than once based on assignment(s)



October 26, 2021

Tim Svenson, Sheriff
Yamhill County Sheriff's Office
535 NE 5th Street, Rm 143
McMinnville, OR 97128

RE: Proposal for Management 360 Review of the YCSO

Dear Sheriff Svenson,

Thank you for the opportunity to demonstrate how we can support the Yamhill County Sheriff's Office by providing a Management 360 review of the YCSO. As part of this review, we are prepared to provide (1) an overall review of the YCSO management structure, including determinations/recommendations on organizational structure to ensure the YCSO has the right composition for its size and functions; (2) a review of the supervision model, with a focus on communication pathways to identify levels of effectiveness in the communication styles from the top down; and (3) a review of the leadership style of managers, with a focus on success of leadership in all divisions.

We believe we bring the experience and expertise you seek to conduct the management review. We know that an independent and strategic perspective is essential to ensure the YCSO's approach to management and leadership not only comports with national best practices, but also keeps it on sound footing for many years to come.

Overall, your requirements are similar to those of many other police and sheriffs' departments we have served throughout the U.S., including those of Salem, Oregon; Cedar Park, Texas; Denver, Colorado; Corona, California; Grand Rapids, Michigan; Tustin, California; and Riverside, California, among numerous others.

Thank you for your consideration of our firm for this critical initiative. If you have any questions, please contact me at 408-386-4875 or robert.davis@jensenhughes.com. As your trusted independent advisor in this matter, we will serve your community with integrity and distinction.

Sincerely,

Jensen Hughes

A handwritten signature in black ink that reads "Robert L. Davis".

Robert L. Davis
Senior Vice President and Global Service Line Leader, Law Enforcement Consulting

30 S. Wacker Dr., Suite 1400
Chicago, IL 60606
+1 312-869-8500

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About Jensen Hughes

Jensen Hughes is one of the leading public safety consulting firms in the United States and across the world. We have helped dozens of organizations – at all levels of government, from local to national, as well as academic institutions – provide assurance and develop trust with the communities they serve.

We have a first-hand and highly detailed knowledge of precisely how law enforcement agencies operate and where the greatest vulnerabilities to organizational effectiveness and efficiency lie. We have been able to ensure that these agencies are able to drive reform – and sustain these changes over time.

Jensen Hughes and our subject matter experts who would serve on this engagement:

- + Served as the lead contractor with the U.S. Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS Office) Collaborative Reform Initiative for Technical Assistance (CRI-TA) to work with law enforcement agencies to institute collaborative reform through focus on constitutional policing in both large and small cities, with a focus on the key areas of use of force, bias, community policing, personnel and hiring practices and officer and department accountability. Many of these assessments were in response to high-profile incidents involving officer uses of force.
- + Served as the authors and subject matter experts in creating the **COPS Office guide entitled**, “Law Enforcement Best Practices – Lessons Learned from the Field,” serving as a guide for modern police reforms throughout the United States.
- + Were selected to conduct a top-to-bottom review of the Louisville Metro Police Department in the wake of the death of Breonna Taylor, as well as an assessment of the City of Minneapolis’ response to civil unrest following the death of George Floyd.
- + Are currently providing assessments for numerous municipalities, institutions and their police departments throughout the country, both proactively and in response to specific, recent officer-involved shooting or use of force incidents.
- + Planned, directed and delivered dozens of assessments and analyses of police and sheriffs’ departments – ranging in size and complexity from Denver and Boulder, Colorado and Miami, Florida to Riverside, Corona and Tustin, California – with a focus on leadership, management, accountability, policy, procedures and actual practices as related to national best practices in policing and investigations.

SCOPE OF WORK

Our specific focus in assisting the Yamhill County Sheriff's Office is to deliver a comprehensive, independent management 360 review of the YCSO that will help YCSO leaders determine potential changes to the management structure, supervisors' roles and responsibilities and/or the way the agency's personnel are trained and required to communicate with the YCSO workforce. We will adhere to a proven approach, grounded in best practices, to review the **YCSO Management Structure**, its **Supervision Model**, and the **Leadership Style of Managers**.

There are four primary ways we will gather the requisite assessment data during our project for these three areas of focus, including:

- + Gathering and then assessing the quality of appropriate YCSO documentation associated with our three areas of focus, including items such as YCSO's 1) organizational charts, 2) written policies and procedures associated with management and supervision, 3) written promotional protocols associated with testing and then selecting supervisors and managers, and 4) management and supervisory training materials.
- + Interviewing key YCSO and appropriate city staff stakeholders to gain their insights, perspectives and opinions on each of the three focus areas of our assessment work. We will seek to conduct the interviews in accordance with the policies and procedures of the YCSO.
- + Creating, conducting and then analyzing the results of a non-attributional online survey of key YCSO managers and supervisors, with a focus on using what is learned to help guide our assessment and to identify appropriate recommendations. The survey would focus on soliciting ideas and comments about the participants' views of 1) the YCSO management structure, 2) ways to improve the effectiveness of communications throughout the organization and 3) the management styles of YCSO's supervisors and managers. We would use a SurveyMonkey tool to conduct the survey. Again, no participants' names or identifying factors would be included in our written findings and recommendations.
- + Conducting research to compare and contrast the information we receive from our interviews and survey data with similarly sized law enforcement agencies' management structures and their operational policies and procedures associated with management and supervision, and/or with best practices employed in other similarly sized agencies.

Completion of the Management Review and Report to YCSO Officials

We will provide a draft of our written report of our management 360 review to the appropriate members of the YCSO for an initial review. We share the draft to help ensure factual accuracy of any data we have included within our report while maintaining the validity of our assessment itself. Once reviewed and returned, we will make any appropriate edits to the report and provide a final version of the report to YCSO. This report will include findings and recommendations, which can serve as an actionable roadmap for the YCSO as positive operational changes are considered and implemented.

FEE STRUCTURE

For this effort, we are willing to discount our GSA rates from the approved hourly rate of \$378.09 for subject matter experts to a blended rate of \$233.36 per hour, a discount of over 38 percent.

We estimate this project will require 171 hours of our team's services, resulting in a total of \$39,904.56. This estimate is based upon having two of our team members on the ground in Yamhill County conducting assessment work for up to three days, as well as conducting remote interviewing; having other team members conducting some of the interviews via an online communications tool, such as Microsoft Teams; having our survey data specialist create and then administer an online survey tool using SurveyMonkey, then conduct the follow-up analysis of the data results; conducting follow-up research work; and completing the writing for the final report.

However, should you desire work beyond the hours we have allocated, which could occur due to any changes in work scope based upon the determination of the amount of time it will take to conduct the assessment, that work would be pre-approved and then billed at our discounted \$233.36 hourly rate.

Expenses will be billed as incurred and are anticipated to be primarily related to any lodging and transportation required, in addition to a 13.8% general and administrative (G&A) fee.

We recognize that COVID-19 restrictions and/or health protocols may well impact our ability to conduct some of our activities on site, which would reduce travel expenses to the extent our assessment efforts are conducted virtually through internet-based communications software platforms.

PROJECT TEAM



ROBERT L. DAVIS, GLOBAL SERVICE LINE LEADER, LAW ENFORCEMENT CONSULTING

Project Oversight

Rob is a highly regarded and innovative national leader in policing and public safety with extensive experience assessing federal, state and local law enforcement agencies across the U.S. Rob served in a variety of capacities during his 30 years' career with the San Jose Police Department, including as the Chief of Police for seven years. During his tenure at San Jose, the nation's 10th-largest city, he designed, implemented and reported on one of the nation's first voluntary traffic stop studies, in which demographic data on all individual drivers for all vehicles stopped was collected and analyzed to examine potential racial disparities. During his time as chief, Rob also served as the President of the Major Cities Chiefs Association. He provided consulting services for the U.S. State Department, traveling on numerous occasions to Central and South America to provide training in community policing methods addressing gang prevention, intervention and suppression. Since retiring from San Jose, Rob has led our law enforcement consulting team and has been involved in numerous assessments of police departments across the nation, including serving as the Project Director for our Department of Justice Collaborative Reform Initiative for Technical Assistance contract.



ROBERT BOEHMER, J.D., VICE PRESIDENT

Project Manager

Bob manages complex law enforcement assessments and helps police agencies transform their organizations and adopt national best practices and industry standards central to improving accountability, transparency and community trust. He was a long-standing member of the Board of Directors of the National Criminal Justice Association and a member of the Illinois Law Enforcement Agency Accreditation Council. He previously served as General Counsel and Secretary for the Illinois Criminal Justice Information Authority.

Bob also served as both a subject matter expert and as a project manager on two recent engagements we completed in Salem, Oregon; first, an assessment of the Department's ability to engage in community policing and to implement new multidisciplinary approaches to handling calls for service, and second, a staffing analysis for the department.



JON MASKALY, SUBCONTRACTOR

Subject Matter Expert

Jon is an advanced expert in data collection, analysis and management. He has served at U.S. academic institutions including the University of Texas at Dallas, the University of Illinois at Chicago and East Carolina University. Jon has worked on several police reform projects through the U.S. Department of Justice's Office of Community Oriented Policing Services (COPS Office) Collaborative Reform Initiative for Technical Assistance (CRI-TA). He was responsible for analyzing data related to fair-and-impartial policing; vulnerable victims; recruitment, hiring and retention; use of force cases; and traffic and pedestrian stops. In addition, Jon worked with agencies to develop the mentality and capacity to become an organization that is data-driven in its decision-making. He assisted in the development of strategic plans for transparent data and data management plans. He also offered training and assistance in accessing, auditing and querying data. Jon helped agencies develop a system, policy and audit plan for the effective maintenance of training records.



EDWARD MEDRANO, SUBCONTRACTOR

Subject Matter Expert

Ed was appointed Chief of the Gardena Police Department in 2007 and has served as the Director of the Police, Streets, and Development Services Department. In this capacity, Chief Medrano has led 150 dedicated law enforcement personnel and an additional 100 city employees in the areas of public works, community and economic development (planning, engineering, building services, code enforcement, and permitting and licensing). He also maintained budget oversight of the aforementioned operations totaling approximately \$28 million. Medrano concluded his service in Gardena as the City Manager. He most recently served as the Chief of the Division of Law Enforcement (DLE) for the California Department of Justice. Ed has 32 years of experience with work relevant to the scope of this RFP, 32 years of law-enforcement-related experience and five years of experience contracting with our firm.



BRIAN KAUFFMAN, PH.D., SUBCONTRACTOR

Subject Matter Expert

Dr. Kauffman is currently serving as the Executive Director of the Western Community Policing Institute (WCPI), a nationally recognized community policing and tribal public safety training institute. Brian has over twenty-nine years of experience in law enforcement and public safety-related positions including patrol deputy and patrol supervisor, tactical entry team member, police and corrections training and curriculum development expert, and Lieutenant and Captain with the Oregon Department of Public Safety Standards and Training (DPSST). During his career, he has trained thousands of public safety and community representatives across the nation in a variety of topics including executive leadership, community policing, tribal relations, problem solving and homeland security. Brian received his Bachelor of Science degree in Management and Communication from Western Baptist College, and his master's and Ph.D. degrees in Adult Learning and Educational Leadership from Oregon State University.

Brian also served on our team as a subject matter expert for the community policing assessment we recently completed in Salem, Oregon.

D.O. 21-504
Exhibit "A"