

**AMENDMENT NUMBER ONE
TO
AGREEMENT
BETWEEN
HILLARD HEINTZE, LLC AND THE CITY OF ANN ARBOR**

Effective July __, 2017, the City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Hillard Heintze, LLC, an Illinois Limited Liability Corporation ("Contractor") with offices at 30 S. Wacker Drive, Suite 1400, Chicago, IL 60606 ("Contractor") agree to amend the agreement entered into by the parties on March 1, 2017, as follows:

1. Article V (A), Compensation, is amended to read as follows:

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B and B-1. Payment shall be made monthly, unless another payment term is specified, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement under Exhibit A and A-1 is Two Hundred Thirty Thousand and no/100 dollars, inclusive of any authorized expenses incurred in performance of Services (\$230,000.00).
2. Exhibit A-1, attached hereto, is incorporated in the Scope of Services.
 3. Exhibit B-1, attached hereto, is incorporated in the Compensation Schedule for Services.

All terms, conditions, and provisions of the original agreement between the parties entered into March 1, 2017, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

For Contractor

By _____

Its:

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

[signatures continued on next page]

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Howard S. Lazarus, City Administrator

EXHIBIT A-1 SCOPE OF SERVICES

Phase 2 – Community Engagement Program Development

General

This process will require strategic planning and participation from the Chief and AAPD Command Staff as well as City Administration and the community at large. The process to establish civilian oversight has been divided into three sub-phases, with each sub-phase building on the previous sub-phase.

- Phase 2.1 AAPD Community Engagement Program development
- Phase 2.2 Community Advisory Board development and charter approval
- Phase 2.3 Community Advisory Board initiation

Approval for each sub-phase will be separately approved as an amendment to the Original Agreement between the parties. Amendment 1 to the Original Agreement covers the delivery by Contract of sub-phase 2.1.

Sub-Phases for Community Engagement Program Development

Phase 2.1: Internal Community Engagement Program Development – Training and Strategy Development

- Create a series of one-on-one interviews with AAPD Command Staff, specifically on the anticipated role of the CAB
- Deliver a one-day training and brainstorming session to the Chief and Command Staff to develop the strategy for community engagement in a way that brings value to the AAPD and the City to create significant advancement in community relations and support of community advisory roles
- Develop a first draft proposal for the Community Engagement Program
- Finalize the proposal for City and AAPD approval
- Upon approval, develop appropriate public-facing documents and begin planning for Phase 2.2

EXHIBIT B-1 COMPENSATION

Phase 2.1: Internal Community Engagement Program Development – Training and Strategy Development

\$30,000, including expenses.

Fee includes:

- Site visit with three personnel for three days during the week of July 10, 2017.
 - Robert Wasserman, expert in co-produced policing
 - Debra Kirby, Project Manager
 - Ken Bouche, COO, Hillard Heintze
- Interviews with Command Staff regarding community engagement and advisory
- Off-site training and brainstorming session on community engagement, advisory and co-produced policing
- Development of a strategy and plan for enhanced community engagements
- Expenses for travel and lodging