

**HUMAN RESOURCES MEMORANDUM
#2-2021**

DATE: April 26, 2021
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: Tamara Dixon, Human Resources Director and Chief Diversity Officer *TD*
SUBJECT: CR-48 – CPS HR Diversity, Equity, and Inclusion Employee Training

PURPOSE

To consider CR-48, a resolution to approve a professional services agreement with CPS HR to complete employee diversity, equity, and inclusion (DEI) training.

BACKGROUND

In order to drive transformative change within the City of Northglenn and to meet the needs of the community, residents, and businesses, the City solicited proposals from collaborative partners to advance the City's diversity, inclusivity, and social equity goals to meet the organization where it currently is rather than seeking a one-size-fits-all approach. A commitment to diversity, equity and inclusion is a long-term commitment.

CPS HR is well-positioned to meet the City's request to deliver training and development to support our long-term objectives pertaining to diversity, equity and inclusion. Their work plan is multipronged and includes:

- An organizational assessment designed to provide a list of prioritized recommendations
- Highly interactive all-employee training designed based on best practices in the field of adult learning and with a focus on cultural intelligence and building community
- Leadership Team training to assist leadership in establishing a DEI game plan

BUDGET/TIME IMPLICATIONS

The budget implications are no more than \$90,000 and will come out of the General Fund. The following table summarizes this budget:

Organizational assessment	\$28,500
All employee training	\$32,100
Leadership Team training	\$14,400
Reimbursable expenses (i.e. travel expenses should travel be allowed)	\$15,000 (not to exceed)

Work would begin in May 2021 and continue through the end of the year.

STAFF RECOMMENDATION

Attached to this memorandum is a proposed resolution which, if approved, would authorize the Mayor to execute a professional services agreement between the City of Northglenn and CPS HR for employee diversity, equity, and inclusion training in an amount not to exceed \$90,000. Staff recommends approval of CR-48.

STAFF REFERENCE

If Council members have any questions, please contact Tamara Dixon, Human Resources Director and Chief Diversity Officer, at tdixon@northglenn.org or 303.450.8877.

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-48
Series of 2021

Series of 2021

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CPS HR CONSULTING FOR DIVERSITY, EQUITY, AND INCLUSION EMPLOYEE TRAINING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Cooperative Personnel Services dba CPS HR Consulting, attached hereto, in an amount not to exceed \$90,000.00 for Diversity, Equity, and Inclusion Employee Training is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2021.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and CPS HR Consulting (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work, except as noted.

Consultant shall retain all right, title, and interest in and to all preexisting training, testing or assessment products, inventions (patentable or otherwise), discoveries, improvements or copyrightable works, whether or not incorporated into a derivative work produced under this Agreement, but grants City an irrevocable, royalty-free, perpetual and non-exclusive license to use the work solely for internal purposes. In addition, to the extent that City incorporates preexisting work into a derivative work, Consultant will retain ownership of the preexisting portion of the derivative work. Apart from the above, any other work product, including those portions of derivative works created exclusively for City with funds provided under this Agreement, shall be considered works made for hire and shall be owned by City.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed ninety thousand dollars (\$90,000). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and/or task breakdown per deliverable outlined in the Scope. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and/or other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and

expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or

property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Kathy Kvasnicka
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: CPS HR Consulting
2450 Del Paso Road Suite 220
Sacramento, CA 95834

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty
Print Name

Mayor
Title Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: Sandy MacDonald-Hopp

Sandy MacDonald-Hopp
Print Name

Chief Financial Officer 03/26/21
Title Date

ATTEST:

By: Dimple Patel

Dimple Patel
Print Name

Contracts Coordinator 3/26/21
Title Date

Exhibit A
Scope of Work

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from pages 11 through 20 Exhibit A which is attached hereto and incorporated herein by this reference.

Proposed Workplan

A. Organizational Assessment

CPS HR proposes to conduct a two-step organizational assessment designed to provide a list of prioritized recommendations. We have designed a set of 12 focus areas that we believe establish a baseline measure from which will provide for the following:

- Report section I
 - Policies and practices in the areas of service equity, talent recruitment, hiring, and retention
- Report section II
 - Customized professional growth and development training opportunities in the areas of DEI
- Report section III
 - Input for the Leadership Team Training
- Report section IV
 - Input for proposed, optional work with the internal DEI committee, as well as capacity planning and organizational structure to institutionalize equity

Tasks

- A.1 Customize the CPS HR Consulting DEI Assessment Tool to provide for the specific needs of the Northglenn DEI vision.
 - A.1.1 Identify the demographic information to be obtained
 - A.1.2 Finalize the survey / assessment tool to include Northglenn's final choice of DEI lenses and areas of question [see **Appendix I** for DEI assessment lens / questions to customize]
- A.2 Create the Northglenn DEI Assessment utilizing SurveyGizmo™.
- A.3 Work with Northglenn IT to test to ensure the survey / assessment passes all firewall and other security protocol.
- A.4 Provide DEI assessment survey to all internal staff.
- A.5 Provide DEI results to Northglenn project sponsor and project manager for review.
- A.6 Collaborate with Northglenn project sponsor and project manager on survey / assessment results that require further clarity and practical understanding.

- A.6** Hold three focus groups to drill down and obtain further clarity and practical understanding.
 - A.6.1 Focus group #1 for management
 - A.6.2 Focus group #2 for staff members
 - A.6.3 Focus group #3 for staff members
- A.7** Provide focus group results to Northglenn project sponsor and project manager for review.
- A.8** Provide final report summarizing survey / assessment and focus group results.

B. All Employee Training

Methodology

CPS HR training courses have been designed based on best practices in the field of adult learning and gleaned from our own experience in training, and learning and development. Courses are highly interactive and employ multiple techniques to bring participants, experience and prior knowledge into the learning. Adults learn best when they are acknowledged and respected for the experience and knowledge that they bring to the classroom; when materials and exercises are relevant and applicable to their work; and when they are invited to engage.

CPS HR training exercises incorporate relevant examples and scenarios. Instructor/trainers draw on the collective knowledge and wisdom in the classroom, bring concepts and theories to life with stories and examples drawn from experience, use lecture sparingly with a focus on active engagement through dialogue, discussion, and group activities.

Training material and instruction are designed to offer a variety of learning styles and activities so that learners have opportunities to participate, and contribute in the way that best fits their individual needs and preferences while at the same time encouraging learning and growth with activities that may be a “stretch” or outside their comfort-zones.

This interactive approach to design and delivery strengthens the individual’s ability to learn, retain and apply content, and their ability to engage in dialogue and discussion. The curriculum is designed to utilize visual aids, stories, videos, practice (role play), and experiential learning to create a safe environment for participants to explore, learn, and apply new ideas and concepts.

Curriculum is purposely designed to actively engage and keep participants’ attention with small chunks of material interspersed with hands-on, application activities, discussion or collaborative group work.

CPS HR is an industry leader in employee training and development. Our DEI learning and education platform is uniquely designed to provide our clients with a wide array of relevant and customized DEI training solutions which can be provided through a number of effective modalities, both in-person and virtual. A description of one of our foundational courses on **Cultural Intelligence**, which can be given in multiple formats follows.

Cultural Intelligence

Cultural intelligence or cultural quotient (CQ) is having the capacity to relate and work effectively with different groups of people and across cultures (including Big-C “Culture” and little-c “culture”). Cultural intelligence differs from other philosophies and approaches to promoting diversity and inclusion. It articulates core competencies and skillsets that organizations have the ability to cultivate and develop among its team members and leaders through the staff development process to promote greater diversity and inclusion within those organizations. This philosophical and programmatic approach to DEI is empirically sound, based upon the seminal work that was initially published in the Harvard Business Journal in 2004.

Cultural intelligence goes beyond cultural awareness and political correctness. The essence of cultural intelligence is maximum self- and situational awareness which gives the ability to discern and articulate those attributes and characteristics that unite groups of people, and those attributes and characteristics that distinguish and differentiate groups of people. Furthermore, cultural intelligence requires the ability to suspend judgment while assessing and evaluating any given cultural situation. It is a recognition that there is no one dominant worldview, but rather multiple worldviews that each deserve equal acknowledgment, respect, and recognition. Cultural intelligence does not require “agreement” with any particular worldview, only “acknowledgment” and recognition of various worldviews.

As we discussed previously, we are not offering pre-packaged “off-the-shelf” training solutions. Rather, our training solutions are customized based upon the information that we obtain from the evaluative and assessment process for your organization all through the philosophical and programmatic lens of cultural intelligence. Once we have completed our initial review and assessment of the organization, we have the ability to offer a wide array of customized training programs in a number of modalities, including, but not limited to, virtual training, live training, small group, larger group, as well as coaching and leadership development training. This flexibility and customization allows us to provide the organization with the appropriate training solution to effectively meet the needs of the organization.

In these training workshops, participants will learn and develop the following competencies:

- a. How to successfully create “safe spaces” in which conversations about race, social justice and equity can take place
- b. The critical distinctions between “acknowledgment” and “agreement” in creating optimum work and learning environments
- c. What and how high performing organizations have successfully adopted cultural intelligence staff development tools to operationalize diversity and inclusion strategies
- d. How to cultivate mutual respect and acknowledgment to build bridges between different groups of people as opposed to creating division

Workshop Focus

Course Learning Objectives	Course Learning Outcomes
Start with unconscious bias	Unconscious bias - Point of departure
Discuss cultural awareness / acknowledge other alternatives	Sustainable solutions
How to address the topic of race gracefully and safely	Diversity, inclusion and cultural intelligence
How to manage healthy conflict (clash of ideas leads to innovation)	Connecting with constituencies (external and internal)
KSAs for “Operational Effectiveness” - recruiting, onboarding, interviewing, hiring uniqueness	Why cultural intelligence adds value to hiring and retention
The process is a marathon not a sprint, discuss an ongoing process	Operationalize and make concrete to experiences

Within our Cultural Intelligence umbrella of more customized training and educational offerings, we offer a number of learning and enhancing opportunities for growth at the individual, departmental, and external client facing levels of interaction. Through a series of conversations and shared understanding that will occur during our initial strategic planning and goal setting session with you, we have the ability to select the right set of coursework and desired outcomes that will meet you where you are today and where you wish to progress into the future.

Foundational DEI Training Courses

Per your request to know more of our theoretical framework and methodology for foundational DEI training courses, the following detail is provided for your review:

Critical Race Theory (CRT)

CRT recognizes that racism is engrained in the fabric and system of the American society. The individual racist need not exist to note that institutional racism is pervasive in the dominant culture. This is the analytical lens that CRT uses in examining existing power structures. CRT identifies that these power structures are based on white privilege and white supremacy, which perpetuates the marginalization of people of color (UCLA School of Public Affairs, 2020).

Anti-Racism

Understanding the differences between racist policies and antiracist policies, between racist ideas and antiracist ideas, allows us to return to our fundamental definitions. Racism is a powerful collection of racist policies that lead to racial inequity and are substantiated by racist ideas. Antiracism is a powerful collection of antiracist policies that lead to racial equity and are substantiated by antiracist ideas (Kendi, 2018).

No one becomes a racist or antiracist. We can only strive to be one or the other. We can unknowingly strive to be a racist. We can knowingly strive to be an antiracist. Like fighting an addiction, being an antiracist requires persistent *self-awareness, constant self-criticism, and regular self-examination* (Kendi, 2018).

White Fragility

White Fragility is a state in which even a minimum amount of racial stress becomes intolerable, triggering a range of defensive moves. These moves include the outward display of emotions such as anger, fear, and guilt, and behaviors such as argumentation, silence, and leaving the stress-inducing situation. These behaviors, in turn, function to reinstate white racial equilibrium (DeAngelo, 2011).

Polyvagal Theory

The Polyvagal Theory provides us with a more sophisticated understanding of the biology of safety and danger, one based on the subtle interplay between the visceral experiences of our own bodies and the voices and faces of the people around us. It explains why a kind face or a soothing tone of voice can dramatically alter the way we feel. It clarifies why knowing that we are seen and heard by the important people in our lives can make us feel calm and safe, and why being ignored or dismissed can precipitate rage reactions or mental collapse. It helped us understand why attuning with another person can shift us out of disorganized and fearful states. In short, Porges' theory makes us look beyond the effects of fight or flight and put social relationships front and center in our understanding of trauma. It also suggested new approaches to healing that focus on strengthening the body's system for regulating arousal (Porges, 2017).

Racial Trauma

Racial trauma or race-based traumatic stress, is the cumulative effects of racism on an individual's mental and physical health. It has been linked to feelings of anxiety, depression, and suicidal ideation, as well as other physical health issues (Carter and Forseth, 2009).

Healing Racial Trauma

"White-body supremacy trauma" is a trauma that we all – including white identified individuals, communities and systems – integrate into our bodies and structures. We need to address this trauma directly in our bodies - not just in our minds (Menekam, 2017).

Ressma Menekam's book, *My Grandmother's Hands* (2017), reviews how to acknowledge how racial trauma is retained in all bodies of culture. He incorporates Polyvagal Theory to teach people how to regulate their nervous system so they can build stamina around discussing race and become more self-aware of their reflexive responses to bodies of color due to historical trauma of oppression and the powerful forms of socialization.

Training Modules

All of the aforementioned theoretical frameworks are presented in the following foundational training modules. These foundational customizable training modules are designed to facilitate deep learning and change within the organization. The Understanding the System of Racial Inequity module is designed to provide a starting point for those individuals who are new to ideas about fairness and equity. All courses provided are designed to include the following frame:

- a. Training curriculum outlined and detailed
- b. Supporting videos and small vignettes
- c. Supporting case studies and /or aligned articles
- d. Skills practice opportunities
- e. Train-the-trainer guide and guidance
- f. CPS HR curriculum guidance tool we use in our own training center: prior, during, and after training

Each of these training modules can be delivered in 3- to 4-hour sessions. They can be provided live or in an online virtual format. The recommended participant size per class is up to 40 students, with an optimum recommended class size of 20 to 25 students. We have a number of highly qualified DEI SME trainers who can deliver instruction, including Regina Romeo, Jacques Whitfield, Dr. Tammy Hodo, Amanda Gibson, Angela Setter, and Dr. Phyllis Hubbard.

How We Got Here: Understanding the System of Racial Inequality

The purpose of this module is to provide a frame that supports *Understanding the System of Racial Inequity* by:

- Providing a “systems” frame that allows individual and group exploration into the nature of structural racialization
- Understanding what it means to use a systems analysis for understanding structural inequities
- Developing emotional intelligence and practicing strategic approaches to address structural inequity

Framing Issues With a Racial Equity Lens

The purpose of *Framing Issues with a Racial Equity Lens* module is:

- To understand the power of ‘framing’
- To learn how ‘re-framing’ is an important tool for building effective strategies for racial equity and change
- To explore how media coverage and public discourse can be shifted to impact outcomes

Building Community in Our Work Places

The purpose of the *Building Community* module is:

- To create authentic partnerships among key stakeholders that lead to success in the workplace
- To support the creation of a culture that values and leverages the assets that all employees possess, including people of color
- To understand how we, as societal members, become aware of others, their stories, and why they matter

Movement and Migration: The Art of Acknowledgement in Personal and Collective Journeys

The purpose of this module is to build community and create allies that will advocate for justice by:

- Filling in the gaps of our collective histories to lift up the stories that are often omitted
- Expressing, respecting, and honoring our stories of human struggle: forced removal, economic challenges, immigration policies, resilience, hope, and triumph

Tasks

- B.1** Customize the all-employee training to provide for the specific needs provided by the DEI Assessment and focus groups.
- B.2** Collaborate on final version of the training plan with Northglenn project leadership and project manager to ensure content, timeframe, scheduling, and accommodations are optimized.
- B.3** Provide training sessions as designed utilizing a combination of virtual and in-person training sessions as needed.
- B.4** Provide session feedback and collaborate with project leadership on continuing improvement opportunities as necessary.
- B.5** Provide final training summary report to include information gathered during the training sessions that will be used as inputs into both the Leadership Team Training as well as additional work provided to the DEI Board.

C. Leadership Team Training

In addition to identified training to be supplied to City Leadership from what has been proposed, we look forward to helping Leadership establish a DEI game plan. We have created a roadmap to utilize with Leaders, as seen here:



In particular, you can see how our roadmap provides for what is being requested:

- **Strategic Imperative**
 - We will review the organizational assessment with you and determine where the organization wants to be by establishing goals and objectives.
- **DEI Action Planning**
 - Based on both our assessment and follow-up focus groups, we will work with City Leadership to establish goal, objectives to measure success, and an implementation strategy designed to build staff involvement (Note: we believe that involving Northglenn staff to participate in assessment results focus groups is the beginning of staff involvement and will be built upon here).
- **Communication Strategy**
 - Being a founding member of the *Association of Change Management Professionals*, we feel strong about crafting a communication strategy that begins with project kickoff, continues through this project, and continues throughout Northglenn's DEI Journey.

Tasks

- C.1** Utilizing the results of the survey and focus groups as provided in **A.6**, hold a ½-day strategic imperative session with Northglenn City Leadership to establish the first year’s goal and objectives.
 - C.1.1 Create ½-day planning and prioritization session
 - C.1.2 Hold ½-day planning and prioritization session
 - C.1.3 Provide draft and final planning and prioritization reports

- C.2** Building upon the work provided in **C.1**, hold a ½-day session with Northglenn City Leadership to craft a staff involvement and implementation strategy (note, this session can be held separately or in concert with **C.1**).
 - C.2.1 Create ½-day implementation and staff involvement session, to include:
 - C.2.1.1 DEI project charter
 - C.2.1.2 Staff involvement strategy design
 - C.2.2 Hold ½-day implementation and staff involvement session
 - C.2.3 Provide draft and final implementation and staff involvement reports

- C.3** A communication strategy is fundamental to keep DEI in the foreground of both internal stakeholders (staff) and key external stakeholders. By continuing to report on pre-determined action and continuing to update all stakeholders as to planned activities taken and results achieved, signifies the depth of City Leadership’s commitment and importance placed on DEI.
 - C.3.1 Create a DEI communication strategy, to include:
 - C.3.1.1 Sender strategy (City Manager and department leadership)
 - C.3.1.2 Modality strategy (email, key management and general staff meetings, intranet, other modes successfully used by the City today)
 - C.3.1.3 Message content strategy (planned task / activity progress, and outcomes achieved)
 - C.3.1.4 Message tempo strategy (coordinate with message content and modality to determine timing on what, when, and where)

[see **Appendix II** for a more detailed communication template, if desired]

D. Additional Optional Services

As you can see by our DEI roadmap provided in **Section C** above and the assessment provided in **Appendix I**, we seek to be your DEI facilitator, collaborator, and guide. We look forward to working with the Diversity, Inclusivity, and Social Equity Board. Further, we look forward to helping build a sustainable DEI organizational structure and think through what it will take to create and sustain this important element. Many organizations do not think through how they will sustain their DEI program, once built and successfully institutionalize DEI as a successful element of a successful City.

Collaborate with the DEI Board

- D.1** Collaborate with the Diversity, Inclusivity, and Social Equity Board (DEI Board) to determine where they are now, where they are being called to grow in the next 90 days, 180 days, one year, and three years.
 - D.1.1** Meet with the DEI Board to team up and align with their desire to plan their sustained growth. (We are currently working with a large city in CA that is in the same place. We have provided an example for you to see how we “meet you where you are.” The example in **Appendix III** is how we began with the end in mind with this particular city).
 - D.1.2** Create the design elements required to allow the DEI Board and City Leadership to discern DEI policy, practice, program, key processes, and funding / sustainability needs. (Note, as part of the sustainability work here, we have previously designed capabilities for programs to capture impact and value statements designed to demonstrate value to the City and value to the key stakeholders served. This would be a key element of our work on this aspect as well).
- D.2** Based on current and planned efforts and expectation of the community, we will help determine capacity planning and future-oriented workload calculations. We have also helped many organizations, through our organizational assessment, design, development consulting area run by the CPS HR project manager (Jeff Hoyer) bring programs from inception to fruition and ongoing documented progress. We will bring this same design and development competence in our proposed collaborative work with the DEI Board.

Cost

Final costing for this project is based on our understanding of your needs. However, should you wish to modify our proposal, we stand ready to provide a different set of deliverables and associated pricing.

Hourly Rates

Project Classification	Name/Title	Hourly Rate
Client Liaison	Deanna Heyn, Regional Manager	\$150.00
Project Leader, Training	Jacques Whitfield, Senior HR Consultant	\$150.00
DEI SME, Consultant, Trainer	Regina Romeo, Chief HR Officer	\$150.00
Project Manager, Consultant	Jeff Hoye, Senior Practice Leader	\$150.00
Technical Advisor, Training	Karen Evans, Training Manager	\$150.00
Admin Tech	TBD	\$90.00

Project Summary Pricing Grid

Phase	Cost
A. Organizational Assessment	\$28,500
B. All Employee Training	\$32,100
C. Leadership Team Training	\$14,400
Total Project Cost	\$75,000
Additional Optional Services	
Collaborate with the DEI Board (project scope and pricing TBD)	

Reimbursable Expenses

CPS HR Consulting believes it can provide Colorado-based staff assigned to this project with no expenses incurred. Expenses, should out-of-state project members need to travel to the City will be reimbursed at cost. Travel expenses to include air travel, ground transportation, lodging, and meals per government rates. We do not anticipate expenses to exceed 20% of the total cost of this contract.

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Cooperative Personnel Services dba CPS HR Consulting
(Prospective Contractor)

TO: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Project Name Diversity, Inclusivity, and Equity Employee Training

Bid Number Contract # 2021-033 Modified

Project No. Request for Proposal #2020-021

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 31st day of March, 2021.

Prospective Contractor Cooperative Personnel Services dba CPS HR Consulting

By: Sandy MacDonald (Signature)

Title: Chief Financial Officer

To be completed if contractor is providing services and has employees.

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Sandy MacDonald-Hopp, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Sandy MacDonald-Hopp
Contractor Signature

March 31, 2021
Date

STATE OF COLORADO)
COUNTY OF _____) ss.)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

See Attached

To be completed if contractor is providing services and has employees.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 31 day of March, 2021, by
Date Month Year

(1) Sandy MacDonald-Hopp

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Department Program Affidavit

Document Date: 3-31-21 Number of Pages: 1

Signer(s) Other Than Named Above: None