

**NORTHGLENN POLICE DEPARTMENT MEMORANDUM**  
**#17-2020**

**DATE:** October 26, 2020

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *mg*

**FROM:** James S. May, Jr., Chief of Police *JSM/JM*

**SUBJECT:** CR-143 – Community Co-Production Policing Implementation and Strategic Planning

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**PURPOSE**

To consider CR-143, a resolution approving a contract for technical assistance, strategic planning, and change management with the Police Department's implementation of the Community Co-Production Policing operating philosophy.

**BACKGROUND**

On Sept. 28, 2020, City Manager Heather Geyer and Chief of Police James May presented three options to City Council for Community Co-Production Policing (CCPP):

1. Staff moves forward with operationalizing a CCPP operating philosophy
2. Development of a police-community task force to inform the City Council on implementation of CCPP
3. Development of a CCPP Advisory Board by City Council

City Council supported staff's recommendation of option three. This would create a new advisory board, similar to the Parks and Recreation Advisory Board. Next steps for creation of the advisory board will be brought forward to City Council on Nov. 2.

The City Manager requested funding to have Berry, Dunn, McNeil & Parker (BerryDunn) provide technical assistance to implement CCPP, and there was consensus among Council to move forward with the recommendation. BerryDunn performed the 360 Assessment on the Police Department, which helped lead to the decision to move toward a CCPP philosophy.

As outlined in their proposal, included as Attachment 1, some of the tasks BerryDunn would perform include:

- Work with the CCPP Advisory Board to hold community listening sessions and develop a report from those sessions
- Work with the board to identify its top priorities
- Develop a work plan in partnership with staff to implement CCPP priorities
- Work with staff and the Chief of Police on change management to help the Police Department become a premier law enforcement agency in Colorado
- Provide technical support in developing a strategic plan

October 26, 2020

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### **STAFF RECOMMENDATION**

Attached to this memorandum is a resolution that, if approved, would authorize the Mayor to execute a contract with Berry, Dunn, McNeil & Parker, LLC for consulting services for CCPP Advisory Board technical assistance, change management, and strategic planning. Staff recommends the approval of CR-143.

### **BUDGET/TIME IMPLICATIONS**

The contract is for \$57,000, which would come from the General Fund. The cost is broken down as follows:

- CCPP Advisory Board technical assistance - \$18,000
- Change management - \$23,000
- Strategic planning - \$16,000

### **STAFF REFERENCE**

If Council members have any questions they may contact City Manager Heather Geyer at 303.450.8706 or [hgeyer@northglenn.org](mailto:hgeyer@northglenn.org).

CR-143 – Community Co-Production Policing Implementation and Strategic Planning

**SPONSORED BY: MAYOR LEIGHTY**

**COUNCILMAN'S RESOLUTION**

**RESOLUTION NO.**

No. CR-143  
Series of 2020

Series of 2020

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND BERRY, DUNN, MCNEIL & PARKER, LLC FOR THE COMMUNITY CO-PRODUCTION POLICING IMPLEMENTATION AND STRATEGIC PLAN PROJECT

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 Berry, Dunn, McNeil & Parker, LLC, attached hereto, in an amount not to exceed \$57,000.00 for the Community Co-Production Policing Implementation and Strategic Plan Project 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 \_\_\_\_\_, 2020.

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MEREDITH LEIGHTY  
Mayor

ATTEST:

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JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

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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 Berry, Dunn, McNeil & Parker, LLC (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.

**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 fifty-seven thousand dollars (\$57,000.00). 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 other charges. 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 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 Revised 10.01.15

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:    Berry, Dunn, McNeil & Parker, LLC  
                  100 Middle Street  
                  Portland, Maine 04101

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

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_

ATTEST:

Meredith Leighty \_\_\_\_\_

Print Name \_\_\_\_\_

Mayor \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Johanna Small, CMC  
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

**CONSULTANT:**

*Douglas Rowe*

By: \_\_\_\_\_

ATTEST:

By: *Mitch Weinzel*

Mitch Weinzel \_\_\_\_\_  
Print Name \_\_\_\_\_

Douglas Rowe \_\_\_\_\_

Print Name \_\_\_\_\_

Principal \_\_\_\_\_ 10/22/2020  
Title \_\_\_\_\_ Date \_\_\_\_\_

Senior Consultant \_\_\_\_\_ 10/22/20  
Title \_\_\_\_\_ Date \_\_\_\_\_



October 6, 2020

City Manager Heather Geyer  
City of Northglenn, Colorado  
11701 Community Center Drive  
Northglenn, CO 80233

*Sent via email to hgeyer@northglenn.org*

Dear City Manager Geyer:

Berry Dunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this proposal to the City of Northglenn, Colorado, for additional consulting services following our operational assessment of the Northglenn Police Department (NPD).

Based on our discussions with you, we have prepared—and present on the following pages—an outline of the project scope, which includes details about our approach, proposed deliverables, the project timeline, and the project budget. This quote, which is valid for 90 days from October 6, 2020, is consistent with our prior proposal, and the details approved by the Northglenn City Council. Thank you for the opportunity to provide you with this additional information.

As the principal of BerryDunn's Justice and Public Safety Practice, I am authorized to bind BerryDunn to the commitments made herein. Should you have any questions regarding our proposal, my contact information is as follows:

**Doug Rowe, PMP, Principal**  
100 Middle Street  
Portland, ME 04101  
Telephone/Fax: 207-541-2330  
Email: [drowe@berrydunn.com](mailto:drowe@berrydunn.com)

We appreciate the opportunity to submit this proposal and look forward to working with the NPD on this important initiative.

Sincerely,

Doug Rowe

A handwritten signature in black ink that reads "Doug Rowe".

Principal

Mitch Weinzel

A handwritten signature in black ink that reads "Mitch Weinzel".

Senior Consultant

## Introduction and Background

In late 2019, the City of Northglenn (City) contracted with BerryDunn to conduct an operational assessment of the Northglenn Police Department (NPD). That project produced an operational assessment outlining 45 proposed recommendations. Following delivery of the assessment report, BerryDunn worked with the NPD to prioritize the recommendations and to develop goals, objectives, and action steps for advancing the recommendations. Through that process, BerryDunn and the NPD collaboratively developed an Implementation and Action Tracking Plan (IATP). The purpose of that plan was to memorialize the recommendations, goals, objectives, and action steps, and any revisions or efforts made by the NPD in working toward completion of the recommendations.

Based on discussions with NPD and City staff following the assessment and during development of the IATP, several possible areas emerged for additional engagement. Three of those include:

- Engaging Community Co-Production Policing (CCPP)
- Implementation Change Management
- Strategic Planning

This document provides an outline of proposed services for each of these areas. BerryDunn has also provided a proposed timeline, which is subject to adjustment, based on the City's needs.

## Proposed Service Areas and Work Plans

For each of the proposed Project Service Areas listed above, BerryDunn has provided a high-level list of key processes. BerryDunn is willing to provide the City with additional details for any key process or Project Area, upon request. BerryDunn's approach for each of these proposed Project Areas is to provide services to guide the NPD in its efforts, and to equip the department to engage these processes independently in the future.

To help ensure broad communication for each of these projects, and to help ensure everyone with an interest can follow the progress of the NPD, BerryDunn will establish a Social Pinpoint website, where communication updates will be posted, and available to the public.

## PROJECT AREA 1: ENGAGING CCPP

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Within the operational assessment report, BerryDunn provided recommendation 5-4, which states:

“The NPD should formally adopt a CCPP model and work collaboratively with City leaders and the community to reform police operations and community involvement through this model. As a starting point, BerryDunn recommends that the City create a committee that represents the unique diversity of the community and possesses real and substantive authority to review and guide decisions about community safety, law

enforcement, justice, and the roles, strategies, and approaches of policing within that broader environment. The committee should consider possible CCPP pathways, and produce a report that outlines areas for further exploration and implementation."

This recommendation has two key elements:

1. Adoption of a CCPP model;
2. Engagement of a committee to assess CCPP and produce a report to the City Council

BerryDunn has provided substantial detail to the City regarding CCPP implementation, including a structured model. However, application of CCPP can occur in a variety of ways and it is up to the City and the NPD how this should occur. Foundationally and more simplistically, CCPP is an operational philosophy that suggests the community should be integrally involved in shaping the policing strategies that affect it. For each operational/policy decision, it prompts leaders to ask the following question:

- Will this have a significant effect on the public safety services we provide to the community?

If the answer to the above question is yes, the department should evaluate the following:

- What processes or mechanisms can be engaged to provide the community an influential voice on the issue under consideration?

Any subsequent community discussion should consider the following:

- Who will benefit or be burdened by the decision?
- Will this decision disproportionately affect any group of individuals within the community?
- What unintended consequences might be caused by this decision, and how can we mitigate them?

As a refresher, CCPP Goals include:

- Reducing fractionalism
- Creating transparency
- Balancing influence

CCPP Predicted Outcomes include:

- Increased community trust
- Enhanced public safety
- Improved racial/diversity equity

The following provides a high-level work plan and outlines the key processes and deliverables for this area.

**Key Processes**

- 1.1 Adopt CCPP Philosophy**
  - 1.2 Appoint a CCPP Advisory Board**
  - 1.3 Engage CCPP Advisory Board with NPD on Recommendation Action Steps**
  - 1.4 Produce Monthly CCPP/NPD Collaboration Summary Update**
  - 1.5 Hold Community Listening Sessions (3)**
  - 1.6 Theme Community Feedback**
  - 1.7 Produce Final CCPP Report to City Council**
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- ❖ *Deliverable 1.1: Monthly CCPP/NPD Collaboration Summary Updates (3)*
- ❖ *Deliverable 1.2: Final CCPP Report to City*

***Assumption of Commitment***

This area will involve three community listening sessions of two hours each. Social Pinpoint site will be updated on progress.

***Proposed Timeline***

Completion of this process is expected to take four to six months from start to finish. This process can start at any time.

**PROJECT AREA 2: IMPLEMENTATION CHANGE MANAGEMENT**

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The focus of this area involves assisting the NPD with progress toward implementation of the recommendations from the assessment, and any other strategic initiatives.

**Key Processes**

- 2.1 Initial Department Communication Outlining Operational Changes**
  - 2.2 Training for Supervisors on Change and Resistance (two-hour class)**
  - 2.3 Weekly Review of Implementation Action Tracking Plan (IATP)**
  - 2.4 Bi-Weekly Communications Update to Department**
  - 2.5 Monthly Progress Report Summary to City Manager/City Council and Community**
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- ❖ *Deliverable 2.1: Bi-Weekly Communications Updates to Department*

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**❖ Deliverable 2.2: Monthly Progress Support Summary (5)***Assumption of Commitment*

BerryDunn will provide a two-hour training program to NPD supervisors on change and resistance to change. BerryDunn anticipates approximately four hours of consulting services per week, across Key Processes 2.3, 2.4, and 2.5.

If additional time is required, BerryDunn is open to discussing an expansion of these services with the City.

*Proposed Timeline*

Completion of this is expected to take six months from start to finish and would culminate with the development of a strategic plan to further define and outline department goals and timelines. This process should start right away and can run concurrent with Project Area 1.

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## PROJECT AREA 3: STRATEGIC PLANNING

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Developing a strategic plan is a key need for the NPD. However, this process should be collaborative, and include the full command staff of the department, as well as the community. BerryDunn's approach will leverage all prior project work, and include recommendations that have not been fully accomplished, as well as integration of the information from the City's strategic plan.

*Key Processes***3.1 Prepare Information and Tools for Strategic Planning****3.2 Conduct Strategic Planning meetings****3.3 Draft Strategic Plan for Review****3.4 Incorporate Current City Strategic Planning into NPD Strategic Plan****3.5 Finalize Draft Report****3.6 Present Strategic Plan Report to Council**

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**❖ Deliverable 3.1: Strategic Plan***Assumption of Commitment*

BerryDunn is proposing one and a half-days of collaborative meetings to develop the key strategic goals for the department. Participants will be expected to be familiar with the assessment report, IATP, and progress on the recommendations.

### *Timeline*

This process should start after the department restructuring and after all supervisors have been hired. This will allow for a collaborative approach by the full leadership team.

### **Timing**

This proposal includes three distinct, but connected and interrelated projects. BerryDunn has constructed a timeline that assumes the City wishes to proceed with each of these proposed projects. The timeline is subject to revision, based on the City's needs, and depending upon which projects the City chooses to pursue.

**Table 1: Proposed Schedule**

Project Area / Month	1	2	3	4	5	6	7	8	9
1. Engaging CCPP									
2. Implementation Change Management									
3. Strategic Planning									

### **Fees**

BerryDunn has provided our fixed price for each of these projects in Table 2. BerryDunn will use progress billing for Areas 1 and 2. For each of those areas, BerryDunn will bill 50% of project costs, based on the mid-point of each project. The remaining amount will be billed upon completion of each project. For Area 3, BerryDunn will bill the full amount following completion and delivery of the strategic plan.

BerryDunn's pricing does not include onsite work or travel expenses. If travel is required, and it can be safely accomplished, BerryDunn will work with the City to negotiate appropriate travel expenses.

**Table 2: Project Area Deliverables and Costs**

Project Areas and Deliverables	Cost
Area 1: ENGAGING COMMUNITY CO-PRODUCTION POLICING (CCPP) <ul style="list-style-type: none"> <li>Deliverable 1.1 Monthly CCPP/NPD Collaboration Summary Updates (3)</li> <li>Deliverable 1.2 Final CCPP Report to City</li> </ul>	\$18,000
Area 2: IMPLEMENTATION CHANGE MANAGEMENT <ul style="list-style-type: none"> <li>Deliverable 2.1 Bi-Weekly Communications Updates to Department</li> <li>Deliverable 2.2 Monthly Progress Support Summary (5)</li> </ul>	\$23,000
Area 3: STRATEGIC PLANNING <ul style="list-style-type: none"> <li>Deliverable 3.1 Strategic Plan</li> </ul>	\$16,000
<b>Total Cost</b>	<b>\$57,000</b>

## Staffing by Project

BerryDunn will staff this engagement with personnel that bring key contributions to each project. Project roles are outlined in Table 3. Doug Rowe will provide overall project oversight from BerryDunn, and Mitch Weinzel will act as the Project Manager.

**Table 3: Project Roles**

Project Areas and Deliverables
<i>Area 1: ENGAGING COMMUNITY CO-PRODUCTION POLICING (CCPP)</i> <ul style="list-style-type: none"><li>• Mitch Weinzel</li><li>• Rick Brown</li><li>• Gloria Reyes</li></ul>
<i>Area 2: IMPLEMENTATION CHANGE MANAGEMENT</i> <ul style="list-style-type: none"><li>• Mitch Weinzel</li><li>• Fred Fletcher</li></ul>
<i>Area 3: STRATEGIC PLANNING</i> <ul style="list-style-type: none"><li>• Mitch Weinzel</li><li>• Rick Brown</li></ul>