

EXHIBIT A

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN**

**BERRY DUNN MCNEIL & PARKER, LLC dba BERRYDUNN  
AND  
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and Berry Dunn McNeil & Parker, LLC dba BerryDunn located at 100 Middle St, Portland, ME 04101, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for an organizational assessment, (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;  
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Chief of Police (“Chief”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of Eighty-Eight Thousand One Hundred Forty-Eight and no/100th dollars (\$88,148.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 110-160-1610-5319. All invoices for services rendered shall be submitted monthly to the attention of the Chief. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement

shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be Chad Snow (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
- d. Records shall be maintained by Consultant in accordance with requirements

prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party

or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by December 31, 2019, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's

employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be**

**named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

**City:** Duluth Police Department  
2030 North Arlington Avenue  
Duluth MN 55811  
Attn: Mike Tusken, Chief of Police

**Consultant:** BerryDunn  
100 Middle Street  
Portland, ME  
Attn: Chad Snow

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach

of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (.pdf), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.



IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

**CITY OF DULUTH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Date Attested: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**BERRY DUNN MCNEIL & PARKER  
LLC dba BERRYDUNN**

By:

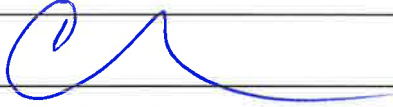
\_\_\_\_\_  
Company Representative

Its:

\_\_\_\_\_  
Title of Representative

Date: \_\_\_\_\_

**APPENDIX A - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 19-04AA**

<b>Bidder Information</b>	
Company/Bidder Name	Berry Dunn McNeil & Parker, LLC   dba BerryDunn
Mailing Address	100 Middle Street Portland, ME 04101
Contact Person	Chad Snow
Contact Person's Phone Number	(207) 541-2294
Contact Person's E-Mail Address	csnow@berrydunn.com
Federal ID Number	01-0523282
Authorized Signature	
Title	Charles Snow, Principal

TECHNICAL PROPOSAL FOR THE  
CITY OF DULUTH  
TO CONDUCT AN  
ORGANIZATIONAL ASSESSMENT  
FOR THE DULUTH POLICE  
DEPARTMENT

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**BerryDunn**

100 Middle Street, Portland, ME 04104  
207.541.2200

**Chad Snow, Principal**  
[csnow@berrydunn.com](mailto:csnow@berrydunn.com)

**Doug Rowe, Senior Manager**  
[drowe@berrydunn.com](mailto:drowe@berrydunn.com)

**Proposal submitted on:**

January 25, 2019 by 4:30 p.m.

# LETTER OF INTRODUCTION

January 25, 2019

City of Duluth  
Attn: Purchasing Division  
City Hall, Room 120  
411 West 1<sup>st</sup> Street  
Duluth, MN 55802

To Whom It May Concern:

BerryDunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this technical proposal in response to the City of Duluth's (City's) Request for Proposals (RFP) Number 19-04AA for an Organizational Assessment for the Duluth Police Department (DPD). We have read the RFP and understand its contents, and we agree to the terms and conditions therein. Our proposal is a firm and irrevocable offer valid for 60 days from the proposal due date of January 25, 2019.

BerryDunn is an independent management and information technology (IT) consulting and certified public accounting firm headquartered in Maine and serving clients nationally. We are a stable and well-established firm that has preserved our core values and reputation for excellence for 45 years. We have enjoyed steady growth by providing consistent, high-quality services to our clients in all 50 states and in Canada.

As the principal of our Local Government Consulting Group, 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:

**Chad Snow, Principal**  
100 Middle Street  
Portland, ME 04101  
Telephone/Fax: 207-541-2294  
Email: [csnow@berrydunn.com](mailto:csnow@berrydunn.com)

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

Sincerely,



Chad Snow  
Principal

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# 1.0 COMPANY OVERVIEW AND EXECUTIVE SUMMARY

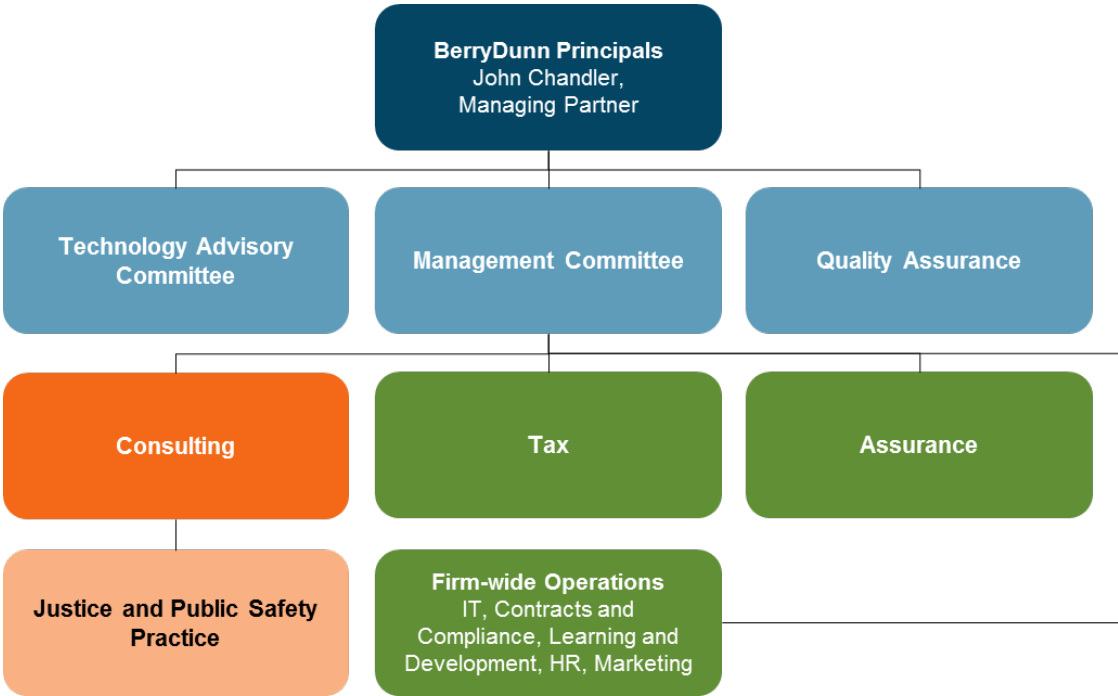
## 1.1 FIRM OVERVIEW

BerryDunn is a consulting and certified public accounting firm headquartered in Maine and serving clients nationally. We were formed in 1974 with nine professionals and have experienced sustained growth throughout our 45-year history. We provide a full range of services, including IT consulting; management consulting; and audit, accounting, and tax services.



Figure 1 depicts the organization of our firm.

**Figure 1: Firm Organizational Chart**



## COMMITMENT TO THE PUBLIC SECTOR

BerryDunn's Government Consulting Group has been providing management and IT consulting services to clients in local government since 1986. We maintain a national presence and have worked with more than **300 local and state agencies throughout the country**. We have extensive experience assisting municipal clients business process, staffing, and operational improvement initiatives. We also participate in several industry groups and associations, including:

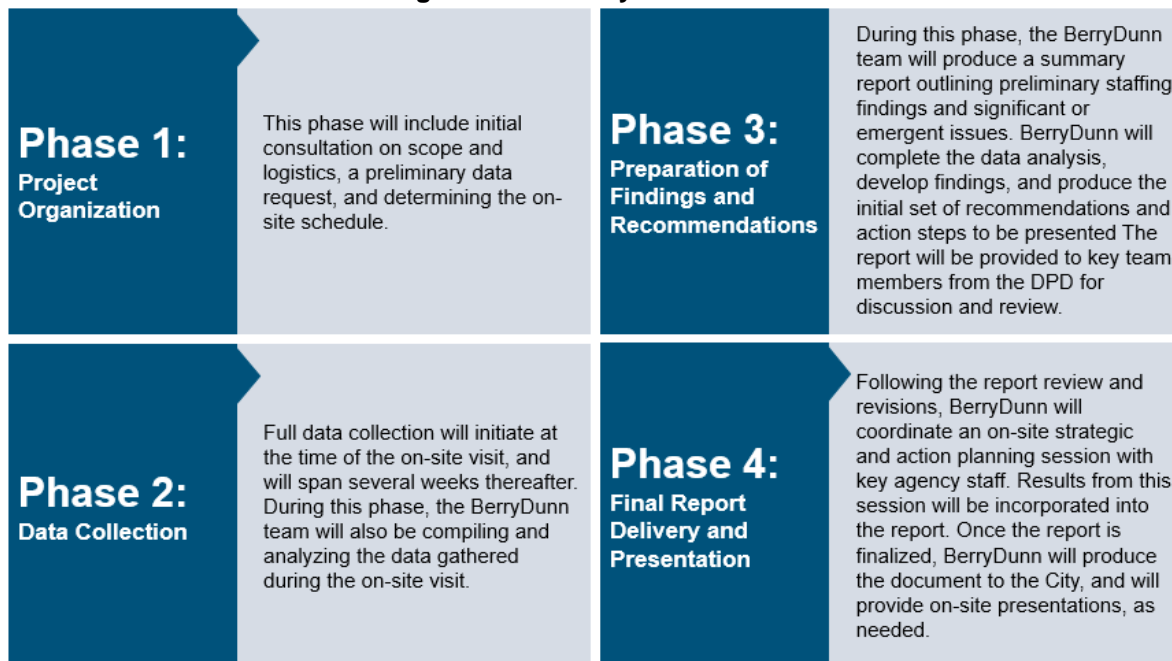
- Alliance for Innovation
- Corrections Technology Association (CTA)
- Geographic Information Systems (GIS) Management Institute
- Integrated Justice Information Systems Institute (IJIS)
- International Association of Chiefs of Police (IACP)
- National Association for Justice Information Systems (NAJIS)
- National Center for State Courts (NCSC)
- National Emergency Number Association (NENA)
- Urban and Regional Information Systems Association (URISA)

Our participation in these groups helps us to stay abreast of current topics and issues affecting our clients, as well as contributes to our expertise.

## 1.2 EXECUTIVE SUMMARY

The BerryDunn team will use a four-phase work plan to conduct this assessment. We have summarized our proposed phases in Figure 2 below. Additional detail regarding these phases can be found in Section 4.3.

Figure 2: Summary of Work Plan



We have provided a timeline for our proposed deliverables in Table 1 below.

**Table 1: Proposed Timeline by Deliverable**

<b>Deliverables or Action Step</b>	<b>Estimated Timeline</b>
Deliverable 1: Project Work Plan and Schedule	Month 1
<u>ACTION STEP</u> : Initial On-Site Visit; Data Gathering; Interviews; Community Meetings	Month 2
<u>ACTION STEP</u> : Development of Preliminary Findings and Recommendations	Months 2-3
Deliverable 2: Preliminary Staffing and Other Key Findings Summary	Month 3
Deliverable 3: Preliminary Findings and Recommendations Report	Month 5
<u>ACTION STEP</u> : Second On-Site Visit; Strategic and Action Planning Session	Month 5
Deliverable 4: Strategic and Action Plans	Month 6
Deliverable 5: Final and Findings Recommendations Report and Presentation	Month 6
Deliverable 6: Monthly Progress Reports <i>(Monthly Progress Reports Are Ongoing Throughout Project, Starting in Month 2)</i>	<i>Months 2-5</i>
<b>Project Total</b>	<b>6 Months</b>

BerryDunn is also well-equipped to provide technical assistance and implementation services to the City. If the City has a need for assistance relating to the recommendations that result from this project, or any other aspect of department operations, BerryDunn can provide those services as a separate contract or additional phase of this project.



### 1.3 WHY BERRYDUNN?

The following points demonstrate the experience and benefits we can offer that most benefit the success of the City's project.



## 2.0 PROFESSIONAL QUALIFICATIONS

### 2.1 OUR PROPOSED TEAM

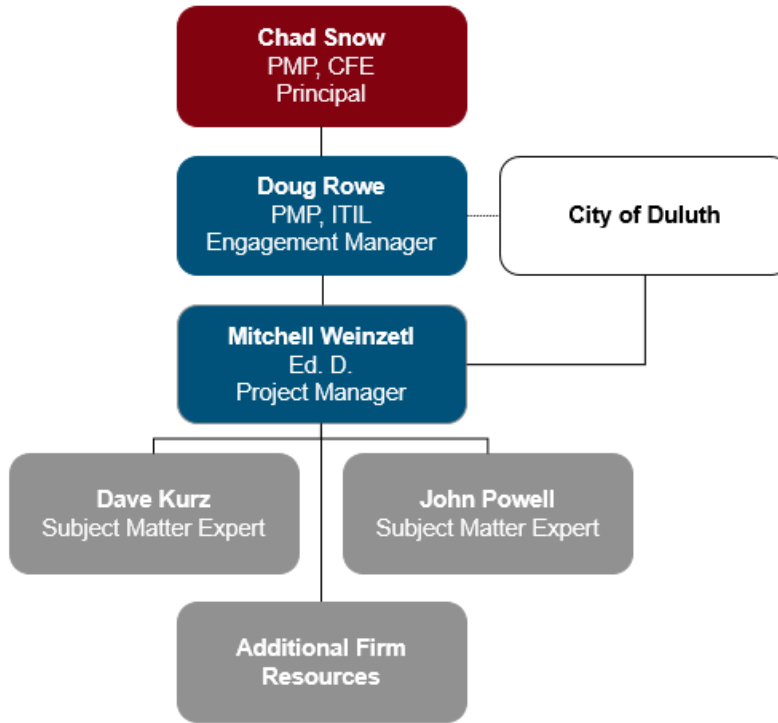
BerryDunn will staff this engagement with a team of senior staff professionals, augmented by associate consultants and subject matter experts, identified and retained based on the needs of the department. The BerryDunn team possesses rich experience in each of the core competencies and analytical concentrations demanded by the work of this study including, but not limited to, the following:

- Technology Evaluation
- Environment
- Organizational Leadership and Culture
- Operations and Staffing
- Patrol Services
- Community Engagement
- Investigations
- Overview of Operational Policies
- Data and Technical Equipment
- Fleet
- Education and Training
- Recruitment/Retention
- Professional Standards IA/Complaint Process
- Dispatch Interaction and Protocols
- Schedule and District Redesign

BerryDunn uses a combination of internal and external subject matter experts (SMEs), enabling our team to bring a full range of experience to bear on these projects, ensuring that the findings and recommendations meet the demands of contemporary policing and engage a best practice approach.

Moreover, we have made every effort to assemble a team with sufficient current availability to complete the work plan in a timely and high-quality manner. Our proposed team demonstrates the skills and qualifications requested by the City, as outlined in Figure 3 and shown in Table 2 on the following page.

**Figure 3: Organizational Chart**



**Table 2: Roles and Experience**

Team Member Role	Background and Experience
<p><b>Chad Snow, PMP, CFE</b> Project Principal</p>	<p>Chad Snow, a principal with BerryDunn, brings direct knowledge of justice and public safety through his previous <b>10 years of service as a police officer</b> for the City of Saco, Maine. In this role, he specialized in accident reconstruction, field training, and hostage negotiation, and served as a school resource officer. He is currently leading our Justice and Public Safety projects with Gallatin County, Montana, and the City of Midland, Texas. As a principal and the leader of our Local Government Practice Area, Chad has overall responsibility for the services we would offer to the City. He will serve as a resource for the engagement manager to help ensure the City's satisfaction with our performance.</p>
<p><b>Doug Rowe, PMP, ITIL</b> Engagement Manager</p>	<p>Doug Rowe is the proposed engagement manager and leader of our Justice and Public Safety Practice, and brings over 30 years of IT consulting experience. This experience includes the <b>management of projects for business and technical analysis, procurement, and project management</b> oversight of case management, offender management, records management, and related system implementations for state and local justice and public safety agencies. In this role, Doug will support the BerryDunn project manager by ensuring that he has the resources required to successfully complete this project.</p>

<p><b>Mitch Weinzetl, Ed. D.</b> Project Manager</p>	<p>Mitch Weinzetl will serve as the project manager for this engagement. In this role, he will act as primary liaison with the City and be responsible for maintaining a constructive and clear line of communication between the City staff and BerryDunn. Mitch has had an extensive, 27-year career in law enforcement, working in the state of Minnesota, including 17 years as a chief of police. He <b>spent the past three years conducting management and operations studies</b> for the International Association of Chiefs of Police (IACP). He has developed and refined a comprehensive and model approach to conducting these types of studies. Mitch has tremendous field experience, augmented by demonstrated expertise in conducting and managing police department operations studies and other technical assistance projects. He also served as a subject matter expert, consultant, and adjunct faculty member for the IACP Leading by Legacy program since 2010.</p>
<p><b>John Powell</b> Subject Matter Expert</p>	<p>Chief John Powell has over 25 years of policing experience and has served as a police chief for more than 20 years in multiple municipalities. He is the current <b>Chief of Police for Glynn County, Georgia</b> leading a department of 120+ law enforcement officers with a budget of \$11 million. Chief Powell has reformed and reorganized police departments with a focus on modernizing operations while improving effectiveness and efficiencies based on best practices.</p>
<p><b>Dave Kurz</b> Subject Matter Expert</p>	<p>Dave Kurz has more than <b>40 years of experience as a law enforcement professional</b>, and he has served as the chief of police for Durham, New Hampshire for more than 20 years. Dave has been involved in organizational analysis for more than 10 years and he has completed numerous operational studies across the law enforcement spectrum.</p>
<p><b>Additional Resources</b></p>	<p>BerryDunn’s team will also include consultant(s) and/or senior consultant(s) from BerryDunn’s Government Consulting Group, comprised of more than 150 personnel. These resources will support the project team with efforts relating to fact-finding, research, and deliverable development.</p>

# CHAD SNOW, PMP, CFE

## PRINCIPAL



Chad has more than 27 years of experience working with local government agencies and has extensive experience assisting government clients with project management, technology planning, business process improvement, system implementation and design, and enterprise systems. Prior to joining BerryDunn in 2006, Chad worked for a public sector system vendor, where he provided in-depth demonstrations on ERP, revenue, and public safety applications to prospective government clients in addition to providing project management and implementation support. He also served as a police officer in Maine for 10 years.

### KEY QUALIFICATIONS

- Leads Local Government Consulting Practice Area
- Project leadership for planning, selection, and implementation of a variety of public sector systems for dozens of clients
- Experienced in full life cycle of planning for and procuring new systems
- Experienced in leading IT assessments and strategic planning efforts
- Former employee of system vendor

### EDUCATION+CERTIFICATION

- BA, Criminology, University of Southern Maine
- AS, Law Enforcement Technology, Southern Maine Technical College
- Project Management Professional (PMP), Project Management Institute
- Certified Fraud Examiner (CFE) Association of CFEs

### RELEVANT EXPERIENCE

**IT Assessments and Strategic Planning:** Chad has led IT assessment and strategic planning efforts for many of BerryDunn's local government clients, including the cities of Bloomington, Minnesota; Louisville, Colorado; Santee, California; and Cambridge, Massachusetts; as well as Loudoun County, Virginia. As a result, he is skilled in eliciting valuable feedback and information from stakeholders; identifying gaps in IT assets, process, staffing, or governance; and aligning them with actionable initiatives that support the organization's goals.

**Project Management:** Chad has extensive experience in managing the planning, selection, and implementation of a variety of ERP systems for more than 30 clients across the country, as well as a number of business process improvement, IT strategic planning, and organizational analysis projects. His expertise informs and guides his team's project management, issue/risk management, and change management methodologies.

**Enterprise Systems Planning:** Chad is experienced in the full life cycle of planning for and procuring new enterprise systems, having assisted cities, counties, and school districts across the country with their software replacement initiatives. He has managed every step of the process, from assessing the current environment to conducting needs assessments, defining functional and technical requirements, developing an RFP and scoring methodology, assisting with evaluation of proposals, and leading contract negotiations. He is knowledgeable about the functionality and limitations of various public sector systems available in the market, as well as best practices in automation of business processes, and brings this insight to every engagement.

**Tyler Technologies:** Chad worked for a vendor of public safety

applications for six years. In this role, he provided process consulting and software reviews to more than 40 municipal, county, and state agencies, as well as conducted gap-fit analyses and developed business process recommendations to meet the needs of his implementation clients.

**City of Saco, Maine:** Chad was a police officer for a city in Maine for 10 years, focusing in accident reconstruction, field training, and investigations, as well as serving as a school resource officer.

**Key Clients:**

- City of Cambridge, MA
- City of Midland, TX
- City of Sioux Falls, SD
- Minnehaha County, SD
- Montgomery County, PA
- Outagamie County, WI

## DOUG ROWE, PMP

### SENIOR MANAGER



Doug Rowe is a senior manager in BerryDunn's Government Consulting Group with over 30 years of information technology (IT) industry experience, and 12 years of working with justice and public safety agencies. Doug's experience includes project management, enterprise system deployment, quality assurance, curriculum development and training, and technology support. He has presented at the national and regional level, sharing his knowledge of technology and training to support justice and public safety efforts.

#### KEY QUALIFICATIONS

- Over 30 years of IT justice and public safety consulting experience
- Over 15 years of experience providing justice and public safety consulting to state and local agencies
- Justice and Public Safety Practice Area Lead
- Expertise in corrections department business processes, operations, and technology
- Experience leading projects focused on planning, requirements development, procurement of system modernizations
- Certified Project Management Professional
- Certified in IT Infrastructure Library

#### EDUCATION+CERTIFICATION

- BS, Math and Computer Science, University of New Hampshire
- Project Management Professional (PMP), Project Management Institute
- Information Technology Infrastructure Library (ITIL) Foundation Certification

#### PROFESSIONAL AFFILIATIONS

- Member, Project Management Institute (PMI), National Chapter
- Professional Member, Corrections Technology Association (CTA)

#### RELEVANT EXPERIENCE

**Public Safety Staffing Analysis:** Doug has played a role in BerryDunn projects focused on analyzing IT staffing models for public safety agencies, including for the City of Cambridge, Massachusetts and Montgomery County, Pennsylvania.

**Washington State Department of Corrections (WA DOC) – Information Technology Governance Model and Process (ITGMP).** Doug is providing corrections domain expertise as the project manager for the development and implementation of an ITGMP for the WA DOC. The objective of the ITGMP is to increase governance and clarity regarding the services provided to WA DOC staff by the WA DOC Information Technology Department (ITD).

**St. Clair County, Illinois – Court Case Management System Procurement Services.** Doug provide project management and subject matter expertise supporting St. Clair County, Illinois as they developed an RFP for a replacement court case management system (CMS). This initiative included development of CMS requirements and an RFP.

**Outagamie County, Wisconsin – System Selection Assistance.** Doug is providing expertise to the BerryDunn team providing procurement assistance for the County's purchase of a computer aided dispatch (CAD) and records management system (RMS).

**Sioux Falls, South Dakota – Needs Assessment and Requirements Development.** Doug is providing expertise to the BerryDunn team providing needs assessment and requirements development for a public safety and fire system including a computer aided dispatch (CAD) and records management system (RMS).

**Dakota County Community Services Division – Strategic Technology Plan.** The Community Services Division of Dakota County, Minnesota engaged BerryDunn to assess their current technology environment and to develop a comprehensive Strategic Technology Plan that provides a framework for business transformation to support an integrated services model for their clients. The goal of the plan is to address technology barriers to implementing the integrated services model, and involves the engagement of multiple internal and external stakeholders over the next three to five years. Doug led the BerryDunn team through a well-defined set of tasks and activities including defining and prioritizing technology issues and opportunities, identifying and prioritizing projects and initiatives to address them, determining cost and timeline estimates for these projects, and facilitating Community Services Division leadership in exercises that lead to the final Strategic Technology Plan.

**Minnesota Department of Public Safety, Bureau of Criminal Apprehension – System Risk Assessment.** Doug was the project manager for the risk assessment of a Criminal History and Crime Reporting System replacement to improve business processes to create efficiencies, increase automation, and leverage features of modern systems. Doug used his expertise in justice and public safety systems to advise the DPS in the best ways to improve the delivery and quality of crime statistics to the FBI and inform the juvenile and adult justice statistics and reporting.

**Key Clients:**

- City of Cambridge, MA
- Dakota County Community Service Division, MN
- Massachusetts District Attorneys Association (MDAA)
- Minnesota Department of Public Safety
- Montgomery County, PA
- Outagamie County, WI
- St. Clair County, IL
- Vermont Department of Public Safety



# MITCHELL WEINZETL, ED.D.

## SENIOR CONSULTANT



Dr. Weinzetl retired from public service with over twenty-six years of policing experience, seventeen of which were as a chief of police. He is a lifelong learner and educator and he has instructed hundreds of police officers and police executives in the areas of supervision, leadership development, and a variety of policing skills. Mitch has served on several boards of directors on a local, state, and federal level. He is a past president of the Minnesota Chiefs of Police Association and has been a regular presenter at the IACP annual conference.

### KEY QUALIFICATIONS

- Senior consultant for BerryDunn's Government Consulting Group
- Over 26 years of police experience
- Former Chief of Police for three Minnesota Police Departments
- Instructed hundreds of police officers and police executives in the areas of supervision, leadership development, and a variety of policing skills
- Extensive experience for operational oversight of management studies, staffing studies and other technical assistance engagements

### EDUCATION+CERTIFICATION

- Ed. D. Walden University, Higher Education and Adult Learning
- M.A. Concordia University, Organizational Management
- B.A. Concordia University, Organizational Management and Communication
- A.A.S. North Hennepin Community College, Law Enforcement
- Master Chief Law Enforcement Officer Certification, MN

### RELEVANT EXPERIENCE

**Police Operations Consulting:** Mitch was the principal architect in designing the methodologies used to perform detailed management, staffing, and operational studies, and he has used those methodologies in numerous studies of police agencies over the past three years. His expertise is grounded in hands-on experience, as he served as a Chief of Police for three Minnesota Police Departments for 17 years. He is also a former president of the Minnesota Chiefs of Police Association.

**International Association of Chiefs of Police (IACP).** For the past three years, Mitch served as a senior project manager with the IACP. During that time, he conducted several management study projects including: full operations and management; technical assistance; recruiting, hiring, and retention; patrol and staffing level assessments, and patrol work schedule redesign. Mitch's clients included:

- Alexandria, VA
- Anne Arundel County, MD
- Cobb County, GA
- Durham, NC
- Glynn County, GA
- Golden, CO
- Little Rock, AR
- Long Beach, CA
- Mansfield, CT
- Memphis, TN
- Norfolk, VA
- Westminster, CO
- Wheat Ridge, CO

**IACP Leading by Legacy.** Mitchell served as a subject matter expert, consultant, and adjunct faculty member for the IACP Leading by Legacy program for eight years. He has instructed hundreds of police officers and police executives in the areas of supervision, leadership and development, and a variety of policing skills.

**Publications:** Mitchell is the author of *Acting Out – Outlining Specific Behaviors and Actions for Effective Leadership*. He has also written several journal articles and has presented at many conferences, including the IACP's annual conference.

# JOHN POWELL

Subject Matter Expert



## KEY QUALIFICATIONS

- Seasoned and successful police leader with over 20 years as chief of police
- Over 25 years of police experience
- Strong background and track record of improving police community relations
- Successfully reorganized departments to improve effectiveness and efficiency
- Extensive experience in police leadership and organizational development

## EDUCATION+CERTIFICATION

- M.S., Troy University, Public Administration
- B.A., Troy University, Criminal Justice

Chief Powell is a highly-accomplished law enforcement and public administration leader with a distinguished career in both the private and public sector. He has demonstrated proficiency in coordinating programs, managing public safety and interfacing with professionals of all levels coupled with the strong ability to assess services and support, including human service programs and general information dissemination. He has profound knowledge of federal, state and local policies pertaining to budgeting, law enforcement, economic development and personnel management.

Chief Powell is the current Police Chief at Glynn County, where his is directly accountable for the protection of life and property through programs of enforcement, detection, and prevention of crime, traffic violations and emergency response. He has also served as chief of police for multiple municipalities including the City of Dothan, Alabama, the City of Wilson, North Carolina and the City of Harsville, South Carolina.

He is also affiliated with the ICMA, IACP, and Georgia Association of Chiefs of Police.

## RELEVANT EXPERIENCE

**Public Safety Operations Consulting:** Chief Powell has been the architect of several successful reorganization plans in departments he has led. He has also had a significant, positive impact on community relationships throughout his career. He has served as a consulting providing professional expertise regarding law enforcement, public safety and administrative policy and procedures to diverse federal, state, and local government agencies. He has assisted in design and implementation improvements, policies, protocols, and initiatives to support community and agency goals of enhanced public safety.

# DAVE KURZ

## SUBJECT MATTER EXPERT

### KEY QUALIFICATIONS

- Subcontractor for BerryDunn
- Over 40 years of police experience
- Chief of Police for Town of Durham, New Hampshire

### EDUCATION+CERTIFICATION

- B.A., University of Southern Maine, Criminal Justice

### PUBLICATIONS

- Law Enforcement Executive Forum, January 2005, Accreditation and the Small Police Agency.
- IACP Best Practice Guide Series, April 2006, Strategic Planning-Building Strong Community Support.
- IACP Big Ideas for Smaller Police Departments, Fall 2007, Performance Evaluations and the Smaller Agency.
- IACP Big Ideas for Smaller Police Departments, Winter 2010, One Simple Way to Enhance Agency Reputation.
- Police Chief Spring 2017, When Less (Force) Is More: De-escalation Strategies to Achieve Officer Objectives and Simultaneously Reduce the Use of Force

Dave Kurz has more than 40 years of experience as a law enforcement professional, and he has served as the chief of police for Durham, New Hampshire for more than 20 years. Dave has been involved in organizational analysis for more than 10 years and he has completed numerous operational studies across the law enforcement spectrum.

## RELEVANT EXPERIENCE

**Town of Durham Police Department NH.** As Chief of Police in the community that is home to University of New Hampshire, Dave is responsible for developing and implementing comprehensive action plans for VIP visits, large scale events, and reactions to “celebratory riots” unique to sporting events. Durham has been visited by several US Presidents and Vice-Presidents, as well as having hosted Republican Presidential debates. He developed a position paper on municipal policing costs related to the University of New Hampshire, leading to 10-year Omnibus agreement that returns \$200K/year to the town, with a 10% annual increase. He also led efforts to secure, modernize, and open police station. Dave negotiated the facility purchase for 17% less than asking price, renovated the building under budget by employing local businesses, secured used upscale business furniture, and integrated modern technology for a savings of \$440K less than the original budget.

**Commission of the Accreditation for Law Enforcement Agencies (CALEA).** Dave performed 50+ assessments in virtually every state, reviewing policies and procedures for university, state, and municipal police agencies seeking national accreditation.

**Maine Drug Enforcement Agency.** As Deputy Director, Dave supervised operational and support services for statewide drug enforcement efforts encompassing covert undercover drug purchases, intelligence, asset removal, and drug diversion unit.

**Town of Gorham Police Department, ME.** Dave was promoted from patrol positions to Chief of Police, supervising a full-service agency in a university town with 12,000 permanent residents.

## 3.0 REFERENCES AND EXPERIENCE

### 3.1 PRIOR CLIENT REFERENCES

In order to further demonstrate the relevant experience and the quality of past work of our firm and proposed project manager, we have provided in reference information for four previous projects of similar scope and size to the effort requested by the City, in Table 3. One reference is for the firm and three are from Mitch, our proposed project manager's prior consulting experience. We have included contact information for clients who can speak to our team's expertise, proven methodology, and effective project communications.

**Table 3: Prior Client References**

<b>Client</b>	<b>Contact Information</b>	<b>Description Date of Initiation</b>
<b>BerryDunn Firm References</b>		
<b>Outagamie County, Wisconsin</b>	<b>Corey Besaw</b> Undersheriff 410 S. Walnut Street, 3rd Floor Appleton, WI 54911 920-832-5615 <a href="mailto:corey.besaw@outagamie.org">corey.besaw@outagamie.org</a>	System Selection and Implementation Consulting for CAD/RMS Software July 2017
<b>Proposed Project Manager References</b>		
<b>City of Westminster, Colorado</b>	<b>Tim Carlson</b> Chief of Police 9110 Yates Street Westminster, CO 80031 303-658-4284 <a href="mailto:tcarlson@cityofwestminster.us">tcarlson@cityofwestminster.us</a>	Full Operations and Management Study of Police Department May, 2017
<b>City of Durham, North Carolina</b>	<b>William Gascoigne</b> Senior Program Manager 505 West Chapel Hill Street Durham, NC 27701 919-560-4155 <a href="mailto:william.gascoigne@durhamnc.gov">william.gascoigne@durhamnc.gov</a>	Full Operational Study of Police Department November, 2015 Patrol Beat and Schedule Redesign September, 2017
<b>Anne Arundel County, Maryland</b>	<b>Tim Altomare</b> Chief of Police 8495 Veterans Highway Millersville, MD 21108 410-220-8500 <a href="mailto:q02095@aacounty.org">q02095@aacounty.org</a>	Full and Long-range Staffing Study for Police Department April, 2016

## 3.2 RELEVANT EXPERIENCE

The following projects demonstrate BerryDunn's most relevant work with public safety organizations over the last five years.

- **City of Broken Arrow, Oklahoma.** BerryDunn is currently assisting the City of Broken Arrow, Oklahoma, in its CAD/RMS system selection project, as well as modernizing its other enterprise systems. We have assisted the City in developing functional and technical requirements, as well as the development of its RFP. Following receipt of proposals, BerryDunn will assist the City in system selection, including the development of proposal summary memos, short-list identification, and demonstration facilitation, followed by contract negotiation assistance.
- **City of Midland, Texas.** The City of Midland, Texas, has engaged BerryDunn to assist with its effort to replace their CAD/RMS solution. The City sought a replacement for its current Tiburon system because the product was recently acquired by Tritech, and is not expected to be supported for the long term. BerryDunn assisted the City with the full life cycle of replacing its CAD/RMS solution, from needs assessment through contract negotiation. We are currently acting as the project manager for the implementation of the selected system.
- **City of Weatherford, Texas.** BerryDunn is currently assisting the City of Weatherford, Texas, in its CAD/RMS system selection and implementation project. We have assisted the City in developing functional and technical requirements, as well as the development of its RFP. Following receipt of proposals, BerryDunn assisted the City in system selection, including the development of proposal summary memos, short-list identification, and demonstration facilitation, and is currently providing contract negotiation assistance.
- **Minnehaha County/City of Sioux Falls, South Dakota.** The City of Sioux Falls, South Dakota, was seeking to replace its public safety information system and CAD/RMS solution. The initiative consisted of replacing or upgrading all New World enterprise system modules, including Aegis for public safety, as the vendor moves to a new platform. The BerryDunn team also worked with the City to define the technical requirements of the public safety system related to processes such as call-taking, dispatch, incident management and reporting, criminal detention facility management, investigations and forensics, records management, and reporting.
- **Outagamie County, Wisconsin.** Outagamie County, Wisconsin, initially engaged BerryDunn to assist in the negotiation of a contract for a replacement CAD/RMS solution. BerryDunn was then retained to assist in the implementation of the solution chosen by the County. The BerryDunn team provided full-time project management services for the implementation.
- **State of Vermont, Department of Public Safety.** The State of Vermont, Department of Public Safety engaged BerryDunn to conduct a review of their procurement and planned implementation of a replacement dispatch system. BerryDunn reviewed procurement documentation and interviewed project participants (including the selected vendor), informing our development of a series of risks to be addressed prior to signing a contract.

Our proposed engagement manager, as well as one of the subject matter experts, has been actively involved in this project.

## ASSESSMENT EXPERIENCE

BerryDunn has a long history of consulting and conducting needs assessments for state and local public safety agencies in the areas of technology, change management, and other operational areas. Dr. Mitch Weinzetl recently joined BerryDunn’s Justice & Public Safety team to expand our area of client services to include management and operations assessments of public safety departments. Prior to transitioning to BerryDunn, Mitch spent three years working for the International Association of Chiefs of Police (IACP), conducting approximately fifteen studies of this nature for police departments ranging in size from 50 – 2,000+ officers. A listing of these efforts is included in Table 4. Over the past three years, Mitch developed a robust, data-driven, research-based approach to conducting these assessments, which includes several unique tools and instruments designed to capture critical and current operational data for analysis. Since coming to BerryDunn, Mitch has continued to evolve the approach to these assessments, and has expanded the process to add value for our clients.

**Table 4: Recent Project Work Completed by Project Manager**

<b>Client</b>	<b>Description of Work Performed</b>
<b>City of Durham, North Carolina</b>	Full operations and management study, with additional technical assistance projects following the initial study, that included work schedule redesign and beat/zone redesign
<b>City of Little Rock, Arkansas</b>	Complete study of recruiting, hiring, and retention practices
<b>Anne Arundel County, Maryland</b>	Full operations and management study, with emphasis on alignment with a 50-year strategic facilities plan
<b>City of Alexandria, Virginia</b>	Patrol and Investigations staffing study
<b>City of Norfolk, Virginia</b>	Patrol staffing study
<b>Cobb County, Georgia</b>	Full operations and management study
<b>Glynn County, Georgia</b>	Full operations and management study
<b>City of Long Beach, California</b>	Full operations and management study
<b>City of Wheat Ridge, Colorado</b>	Work schedule redesign (following a prior full operations and management study)
<b>City of Westminster, Colorado</b>	Full operations and management study
<b>City of Golden, Colorado</b>	Full operations and management study
<b>Town of Mansfield, Connecticut</b>	Feasibility study of moving from contracted police services, to a municipal agency

<b>City of Memphis, Tennessee</b>	Full operations and management study, with a separate and complete study of the Memphis police academy
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Several of the prior studies shown in Table 4, can be found online. These include, but are not limited to the cities of Golden, Colorado, Alexandria, Virginia, Durham, North Carolina, the Town of Mansfield, Connecticut, and Cobb County, Georgia.

The process BerryDunn will engage for this project would include a similar approach to Dr. Weinzetl’s prior work, with some additional focuses and components that have been woven into our methodology. To illustrate our project approach and reporting format, we have included a report shell with example tables and language that reflect the type of analysis the City can expect. This document has been included with our proposal, on a thumb drive labelled “Appendix B: Work Samples”. On the thumb drive we have also included a copy of an assessment of the Westminster, Colorado Police Department, conducted by Dr. Weinzetl prior to joining BerryDunn. This assessment, and our template, illustrate the type and level of assessment and analysis that BerryDunn would bring to this project.



## 4.0 SCOPE OF SERVICES

### 4.1 OUR UNDERSTANDING OF THE CITY'S PROJECT

The City of Duluth seeks to engage the services of an independent, qualified police consultant, to conduct a systematic and comprehensive assessment of the operations of the DPD. This project will involve determining whether the DPD organizational structure; spans of control; and personnel allocations and their associated duties and responsibilities; efficiently and effectively match service demands and community and stakeholder expectations. This project will also involve a comparison of the operational and organizational factors of the DPD against industry standards and best practices.

This study will include a comprehensive and independent assessment of key management and operational aspects of the agency, and will use a multi-faceted approach involving substantive data collection and analysis. The results of this study are intended to help drive progressive change within the department and set the course for improving police services in the future, ensuring effective and efficient staffing and the functionality of police operations positions.

BerryDunn recommends that police organizations conduct operational assessments as frequently as feasible in order to maximize the following:

- Community trust
- Customer and stakeholder confidence
- Operational best practices
- Productivity
- Workforce satisfaction

BerryDunn has a long history of providing expert advisory services and analyzing operational conditions and needs. This experience positions BerryDunn to engage experienced subject matter experts in this evaluative process, helping to ensure that our recommendations are meaningful, trustworthy, and valid; align with contemporary law enforcement standards and best practices; and are implementable and sustainable.

The BerryDunn team will conduct extensive on-site work and analyze the myriad of data collected for this study, including both historical data and new data created as a part of this project. Our team will evaluate the data in comparison to our prior work; against professional standards and similar organizations; and in relation to the contemporary challenges facing law enforcement today. Through this process of analysis and dialogue, BerryDunn will generate a series of actionable and prioritized recommendations designed to improve the effectiveness and productivity of police services. These findings and recommendations will be provided in a final written report.

The report we develop will be comprehensive and balanced. It will highlight positive aspects of operations, as well as those that may need modification. The report will outline necessary and

desirable improvements to ensure department leaders, government officials, and community stakeholders have a clear and mutual understanding of the police mission, as well as how it relates to the police department setting. The report and recommendations will be objective, supported by metrics and other data, and will follow current best practices within the law enforcement industry. The report will also emphasize actions the department can employ to achieve objectives more effectively, maximize productivity, and meet future requirements in an informed and intentional manner.

Studies of this type require significant time to accomplish, because of their comprehensive and complex nature. Based on the stated scope and our experience, this project will take approximately six to seven months to complete, from contract execution through the final presentation. This estimate, and our proposed timeline, assumes the timely collection and return of the data requested in our outlined scope of services.

BerryDunn recognizes that our clients often have a sense of urgency around the receipt of certain assessment results, as this data can affect budget planning and other operational considerations. BerryDunn is prepared to provide a Preliminary Staffing and Key Findings Report by the end of month three, as outlined in Table 1. We anticipate delivering a draft report of our full findings and recommendations by the end of month five. The BerryDunn team will work closely with the team from the City to ensure the preservation of these timelines, and to provide preliminary data and deliverables based on our stated timeline.

## **4.2 OUR APPROACH AND METHODOLOGY**

### **BACKGROUND**

The need for police agencies to deliver high quality professional police services is at an all-time high. Communities and government officials have significant, but reasonable, expectations related to the efficient and effective use of the resources they have committed to the public safety mission. In turn, police officials have a responsibility to monitor and examine operational processes to ensure they are optimally configured, and that they are consistent with contemporary police standards and industry best practices.

After reviewing the stated scope, BerryDunn has concluded that the City is seeking a full management and operational assessment of the DPD. In conducting assessments of this nature, BerryDunn reviews and evaluates numerous operational categories, as outlined below, in chronological order:

- The Policing Environment: (community, budgets, and crime)
- Organizational Leadership and Culture
- Operations and Staffing
- Patrol Services
- Community Engagement
- Juveniles and Youth Engagement
- Investigations Services
- Operational Policies
- Data, Technology, and Equipment
- Training and Education
- Recruitment, Retention, and Promotion
- Professional Standards/Internal Affairs

- Dispatch/Communications

BerryDunn believes that community trust, accountability, and responsiveness are imperatives for all law enforcement agencies in the public safety climate today. To ensure that the community and key stakeholders are invited into this study process, BerryDunn will work to identify and assess community expectations as a part of this review.

In conducting operational studies, it is commonplace to identify numerous recommendations that seek to resolve gaps in practice, or other staffing and operational needs. Many of these recommendations are intertwined, and in some cases, recommendations are dependent on one another. In addition, there can be many different ways to respond to a noted gap in practice, and law enforcement leaders are often better positioned to identify the specific tasks and course of action that will best serve their agency, with regard to the overarching goals that are associated with study recommendations. To ensure that recommendations are actionable and that they are applicable to the agency, BerryDunn uses an interactive process to refine the recommendations, and to chart a path and timeline for implementation.

Finalizing the outcomes for this project will require substantial interaction, planning, and coordination with law enforcement officials to ensure mutual understanding and agreement on the best course of actions to address recommendations from this study. This will include an analysis of which recommendations to prioritize, and which may not currently be feasible, based on various constraints. This review would occur during the last phase of the study, and will produce a strategic plan with actionable steps to address the key recommendations.

## DPD PARTICIPATION AND TIME COMMITMENT

In order to conduct a thorough study, we will call upon the agency to produce and provide various documents and data. This data may be produced through gathering or reorganizing current department data, or through the completion of various worksheets and surveys that our team provides; we have provided a projected list of the data required in Table 5.

**Table 5: Anticipated Items for Information Request**

Information/Data Requested	
GENERAL	SURVEYS
Agency Budget	Investigations Survey
Case Duration by Category	Organizational Climate and Culture Survey
Experience Profile	Patrol Workload Analysis
Frequent Traffic Violations	Recruiting
Government Budget	21 <sup>st</sup> Century Policing Survey
Government Structure	POLICIES
Impartial Police Data Collected	<u>Complete Policy Manual, including:</u>
Internal Affairs/Professional Standards Complaints	Automatic Vehicle Location (AVL) Use

Information/Data Requested	
GENERAL	SURVEYS
Investigations Chart	Case Assignment
Online Reports by Category	Case Durations
Online Reporting Incident Types	Crime Analyst
Organizational Chart	Multi-unit Dispatching
Patrol Map	Online Reporting
Patrol Work Schedule	School Resource Officer (SRO) Policy
Part Two Crimes	Solvability Factors
Service Data	SRO Memorandum of Understanding (MOU)
Traffic Crash Reports	Supervision and Accountability
Telephone Response Unit (TRU) Data	Telephone Response Unit
	Youth Engagement
OTHER DATA	WORKSHEETS
Accreditation Report	Authorized Personnel, by unit
Command Data Worksheet, by Unit Name	Fleet Information
Computer Aided Dispatch (CAD) Dataset	Hiring Process
Crime Abatement Report	Investigations Case Data
External Study	Investigations Leave Data
Grievances	Investigations Personnel
Labor Agreements or Contracts	Non-Operational Personnel
Other Reports, by report name	Patrol Leave Data
Victim Advocate Reports	Patrol Unit Data
Victim Advocate Services	Patrol Watch Shift hours – Including Sectors
Vision, Goals, and Objectives	Training Hours Data (patrol and investigations)
	Technology Scorecard

We recognize that the time expended to produce this data may be significant, depending upon where and how the data is stored, and the ability to retrieve it. We also anticipate that in some cases, the data requested may not exist. In addition, some of the requested data will need to be produced in a specific format, and it will need to include specific data elements in order to be useful. BerryDunn will provide on-site guidance on how the DPD should compile the data, to ensure that the data is produced in a usable format, and to improve the efficiency in retrieving and providing it for this study.

In addition to the data requested, we expect the command staff to be present for a kick-off meeting at the beginning of the on-site visit. We will also need access to various personnel for onsite interviews, whether individual, or in a group setting. As noted in our timeline, our process will include the delivery of a written report that outlines our preliminary staffing needs assessment, along with other key and notable findings. BerryDunn can review this document with DPD and other city officials, via video/teleconference, if desired. BerryDunn will produce the preliminary draft report to the DPD by the end of month five. This will include a video/teleconference, and we would expect relevant project personnel to attend. We will also have an onsite strategic planning session, which should involve key command personnel, as well as other personnel identified in reference to the preliminary findings and recommendations.

To provide additional information regarding staff time requirements, BerryDunn has listed the various data required in Attachment A, along with a time estimate for each document or set of data. Again, the time estimate can vary significantly, depending upon where and how the data is stored, and the ability to retrieve it.

## **COLLECTION OF DATA**

To conduct an independent study that evaluates the policing environment, the BerryDunn team will engage a variety of tools and approaches, which include interviews and focus groups, examination of existing organizational and operational data, and gathering of new data through worksheets, questionnaires, and surveys.

Organizational assessments begin with an examination of the policing environment and the analysis of additional factors and trends including, but not limited to, study objectives, crime rates, non-crime services, workforce profiles, service area configuration, and infrastructure assets or shortfalls. BerryDunn will accomplish this assessment using the following methods:

- Internal Processes
- Collection of Various Agency Data
- Administering Internal Worksheets and Surveys
- Conducting Individual Interviews
- Facilitating Internal Group Discussions
- External Processes: Identify and Assess Community Expectations
- Professional Stakeholders
- Community Stakeholders
- Community Members

## 4.3 DETAILED WORK PLAN

### Phase 1: Project Organization

#### Task 1.1: Conduct Preliminary Planning Meeting

BerryDunn's project team will conduct an initial project planning meeting, via teleconference, with the City's Project Team to review our proposed Plan of Services and Schedule, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks as appropriate. During this time, we will help the City define the appropriate scope of the project, differentiating between what is necessary for project success as opposed to what is desired but nonessential. As part of this meeting, we will discuss our approach for managing communications between BerryDunn and the City, as well as our approach to scope, risks, and resource management.

At this point, we will request names and contact information for City staff who will be involved in the project in order to schedule a project kickoff meeting and initial interviews. We will also request the assistance of City staff to coordinate on-site meeting space, assist in scheduling interviews, facilitate the process of circulating deliverable documents for review, and assist in identifying appropriate employees to interview from key user groups. Based on our initial project planning discussions, we will draft a detailed Project Work Plan and Schedule for distribution to key project team members detailing the scope of work, plan of strategy and approach, and project schedule with all major components.

This will offer a more specific work plan that is reflective of any changes to the work plan as described here that are desired by the City. We will facilitate a teleconference with the City to gain the Project Team's approval of the Project Work Plan and Schedule, collecting any feedback for incorporation in the final version.

*Deliverable #1 - Project Work Plan and Schedule*

### Phase 2: Data Collection

#### Task 2.1: Collect Agency Data

BerryDunn staffing studies rely heavily on objective data to identify various workloads and service demands. This data can be used to quantify specific operational needs and allow for comparative analysis, both internally and externally. The full range of data requested for this study is outlined in the Data Collection section of this proposal. In summary, the requested data falls into several categories:

- Budget data
- Computer aided dispatch (CAD) data
- Crime, traffic, and service data
- Labor agreements
- Staffing, personnel, schedule, and leave data
- Selected policies and procedures
- Unit-specific data (e.g. animal control)

Through an analysis of this data, BerryDunn will be able to determine optimal staffing levels for each section of the agency. The data will also reveal any potential gaps in practice, which may be affecting the efficiency and effectiveness of service delivery to the community.

### **Task 2.2: Issue Internal Worksheets and Surveys**

In addition to gathering existing data from the agency, we will utilize several instruments to collect relevant data for management, operations, and staffing studies. For this project, BerryDunn would use the following worksheets and surveys:

- **21<sup>st</sup> Century Policing Assessment Survey**  
Assesses the extent to which the department is engaging in contemporary policing practices, as outlined in the 21<sup>st</sup> Century Policing Task Force Report.
- **Fleet Information Worksheet**  
This worksheet will collect data relating to the department fleet, including the budget, maintenance, and inventory.
- **Investigations Workload Worksheet and Survey**  
Quantifies various investigations duties and expectations and aids in calculating workload capacities for detectives.
- **Non-operational Personnel Worksheet**  
This worksheet will identify and quantify any personnel who have been in a non-operational status for more than thirty consecutive days.
- **Organizational Climate and Culture Survey**  
Assesses the current state of conditions and practices within the department, including leadership, organizational communication, culture, and job satisfaction.
- **Patrol and Investigations Leave and Training Worksheets**  
These worksheets help to identify the amount of available work time for officers assigned to these units.
- **Patrol Workload Worksheet and Survey**  
Quantifies actual workloads through a real-time data collection instrument, which allows for validation against data collected from CAD.
- **Personnel, Patrol, and Investigations Staff Worksheets**  
These worksheets will collect the personnel data that identifies the deployment of personnel to the different sections of the department.
- **Recruiting Processes, Actions, and Survey**  
Outlines the recruiting and hiring efforts of the agency, including quantification of attrition rates.
- **Technology Scorecard**  
This worksheet provides a general assessment of the deployment and functionality of the hardware and software technology of the patrol fleet.

### **Task 2.3: Conduct Individual Interviews**

BerryDunn will conduct on-site interviews internally with key department leaders and functional managers from various units. The purpose of these interviews is to assess goals, objectives, policies, procedures, practices, workload, problems, needs, and opportunities that characterize

their operations.

#### **Task 2.4: Conduct Internal Group Discussions**

BerryDunn will also conduct group discussions with various department units. The group discussions are meant to capture similar information to the individual interviews, but they will also include a focus on unit-specific issues and needs.

#### **Task 2.5: Conduct External Group Discussions**

In addition to examining the internal work environment, BerryDunn will also conduct focus group discussions involving external stakeholders. These external groups fall into two categories:

1. Members of the community affected by the policing agency, which could include members of varied geographical areas within the service community, and/or civic leaders
2. Professional stakeholders that routinely interact with the police department (e.g., prosecuting attorney, child protective services, etc.).

It is important that the interviews and focus groups are diverse and representative of the population living, visiting, and working in the area, who interact with the police agency. The focus groups aim to provide an objective representation and expression of stakeholder and community concerns and expectations. BerryDunn will work closely with agency representatives to arrange and schedule the focus groups.

#### **Task 2.6: Conduct External Feedback Process (Survey)**

The community feedback process typically involves a single open-ended question, which provides community members and stakeholders (e.g., business owners, professional affiliates) with an opportunity to provide unrestricted feedback on police performance, including perceptions of and satisfaction with service delivery levels and methods used by the police department. This feedback process is provided online through a link that is set up with the agency on their website, and any other appropriate outlets.

#### **Task 2.7: Facilitate Community Meeting**

BerryDunn will also hold an open-forum meeting with the public to solicit community feedback concerning police operations. This involves a facilitated discussion that seeks open-ended comments from the public on issues that are important to them. This provides the community with an opportunity to share their perspectives on the department and public safety priorities.



### **Task 2.8: Observation Operations**

The BerryDunn team will also make observations of operations and personnel throughout the on-site visit.

## **Phase 3: Preparation of Findings and Recommendations**

### **Task 3.1: Develop Preliminary Staffing and Other Key Findings**

Our initial analysis of the data from this study will focus on an assessment of organizational staffing and personnel distribution and assignments. We will also focus on identifying any major gaps in practice, or any emergent issues that require immediate attention. Based on this task, we will prepare a summary of our preliminary staffing and key findings to the DPD. The information from this analysis will also be used in support of finalizing our full recommendations and findings.

*Deliverable #2 - Preliminary Staffing and Other Key Findings Summary*

### **Task 3.2: Develop Findings and Recommendations**

BerryDunn will develop the full draft findings and recommendations based on our analysis of the information gathered in Phase 2. Recommendations will be outlined and will include noted gaps in practice based on observations relating to the stated objective. These recommendations will undergo an internal review by the BerryDunn team of subject matter experts and will be revised to address contemporary policing and best practices standards.

### **Task 3.3: Draft Findings and Recommendations Report Development**

Following the identification of the findings and recommendations in Phase 3, BerryDunn will incorporate these into the initial draft report and provide this to the department for review and comment. Upon receipt of the feedback from the police department, BerryDunn will make appropriate adjustments to the report and recommendations. The revised recommendations and draft report will be used as the foundation for the strategic planning and action plan development process, which will occur in Phase 4.

*Deliverable #3 - Preliminary Findings and Recommendations Report*

## **Phase 4: Final Report Delivery and Presentation**

### **Task 4.1: Strategic Planning and Action Plan Development**

Once the preliminary recommendations have been developed and revised, BerryDunn will engage in a strategic planning session with appropriate agency staff, to develop the action plans and goals and objectives necessary to accomplish each recommendation. This process will likely involve two days of additional on-site work. Using the information from this process, BerryDunn will finalize the recommendations, and produce a Findings and Recommendations report that incorporates the results of the strategic planning process.

*Deliverable #4 - Strategic and Action Plans*

#### **Task 4.2: Presentation of Findings and Recommendations**

Upon issuance of the final report, BerryDunn will work with the PD to schedule and conduct an on-site presentation of findings and recommendations.

*Deliverable #5 - Final Findings and Recommendations Report and Presentation*

## APPENDIX A: ESTIMATED CITY WORK EFFORT

In Table 6 below, we have provided an estimate of the work effort that will be requested of the City during this engagement.

**Table 6: Estimated City Work Effort**

Information/Data Requested	Estimated Staff Collection Time
<b>GENERAL</b>	
Organizational Chart	15 minutes
Patrol Work Schedule	1 hour
Government Structure	10 minutes
Government Budget	1 hour
Agency Budget	1-2 hours
Part 2 Crimes	2 hours
Service Data	2 hours
Patrol Map	30 minutes
Frequent Traffic Violations	2 hours
Impartial Policing Data Collected	2 hours
Internal Affairs/Professional Standards Complaints	2 hours
Traffic Crash Reports	2 hours
Online Reporting Incident Types	20 minutes
Online Reports by Category	20 minutes
Telephone Response Unit (TRU) Data	20 minutes
Investigations Chart	1 hour
Case Duration by Category	3 hours
Experience Profile	1-2 hours
<b>WORKSHEETS</b>	
Authorized Personnel, by unit	1 hour
Fleet Information	2 hours
Hiring Process	2 hours
Non-Operational Personnel	2 hours
Patrol Unit Data	1 hour

<b>Information/Data Requested</b>	<b>Estimated Staff Collection Time</b>
Patrol Watch Shift hours – Including Sectors	2-3 hours
Patrol Leave Data	1-2 hours
Investigations Personnel	1 hour
Investigations Leave Data	1-2 hours
Investigations Case Data	2-3 hours
Training Hours Data (patrol and investigations)	1-2 hours
Technology Scorecard	1 hour
<b>SURVEYS</b>	
21 <sup>st</sup> Century Policing Survey	1 hour per commander
Organizational Climate and Culture Survey	15 minutes per staff person
Job Duties	1 hour per staff person
Patrol Workload Analysis	20-30 minutes per officer, per shift
Investigations Survey	20 minutes per detective
Recruiting	2-4 hours
<b>POLICIES</b>	
Youth Engagement	1 hour
School Resource Officer (SRO) Policy	20 minutes
SRO MOU	20 minutes
Online Reporting	20 minutes
Telephone Response Unit	20 minutes
AVL	20 minutes
Multi-unit Dispatching	20 minutes
Case Assignment	20 minutes
Solvability Factors	1 hour
Case Durations	20 minutes
Supervision and Accountability	1 hour
Crime Analyst	20 minutes
<b>OTHER DATA</b>	
Vision, Goals, and Objectives	2 hours

Information/Data Requested	Estimated Staff Collection Time
Grievances	1 hour
Accreditation Report	20 minutes
Other Reports, by report name	1-2 hours
Computer Aided Dispatch (CAD) Dataset	8-12 hours
Victim Advocate Services	1-2 hours
Victim Advocate Reports	1 hour
Crime Abatement Report	20 minutes
External Study	1-2 hours
Command Data Worksheet, by Unit Name	1-3 hours per unit
Copy of Union Contract, by Union Name	30 minutes

## APPENDIX B: WORK SAMPLES

We have provided our work samples on a separate thumb drive, labelled “Appendix B: Work Samples.” Due to the length of the documents, and in the interest of conserving paper, we have not provided a hard copy, but should the City desire a hard copy we would be happy to provide one.



## APPENDIX C: ADDENDUM 1

We acknowledge receipt of Addendum 1 by including a copy on the following page.





**CITY OF DULUTH**  
PURCHASING DIVISION  
Room 120 City Hall  
411 West First Street  
Duluth, Minnesota 55802-1199  
218/730-5340  
[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

**Addendum 1**  
**File # 19-04AA**  
**Duluth Police Department Organizational Assessment**

This addendum serves to notify all bidders of the following changes to the solicitation documents:

1. What are the desired start and dates?  
Ideally, the City would like to have a contract executed and the project started by April 1, 2019, and completed by July 31, 2019.
2. What type of CAD (computer-aided dispatch) and RMS (record management system) does DPD use?  
CAD is provided through the county and TriTech CAD is the vendor. Currently we utilize Shield RMS built by Equivant software. We will be moving to Tyler Technologies (formerly New World) new Enterprise product in the first quarter 2020 to include Tyler field based reporting.
3. Does the Department have a written Mission Statement and a written Strategic Plan that could be shared before the proposal is submitted?  
The Mission Statement and Strategic Plan document for the DPD can be found on the City website at <http://duluthmn.gov/media/542337/strategic-plan-outline-for-website.pdf>
4. Will the assessment and evaluation of the dispatch services, including staffing, protocols and practices be part of the overall requested assessment?  
Only to the extent of how dispatch protocols affect the organization. The DPD is looking for more of a policy review.
5. Will review of other ancillary or support services within the City be part of the assessment?  
Yes, but only as it relates to DPD operations.
6. Is the DPD's civilian staff covered by unions? If yes, how many unions cover the workforce under the scope of this RFP?  
Yes, the civilian staff are covered by AFSCME. There are 4 unions in the

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police department: CDSA (covers chief and deputy chiefs) LELS (covers Lieutenants) Police Local 807 (covers sworn) AFSCME (covers civilian)

7. When was the last Computer-Aided Dispatch (CAD) system update for the City? Is data easily accessible?

In January 2018 CAD was updated to TRITECH Cad. Yes, data is easily accessible.

8. Are civilian, Community Service Officer (CSO) and Ranger activities captured by CAD or other electronic means that can produce data for analysis?

Yes. CSO and Ranger activities in CAD and RMS. Civilians RMS

9. What Records Management System (RMS) does the DPD use? If the RMS is digital, when was it last updated?

The DPD utilizes Shield which was built by Equivant and implemented in 2004. We are currently in the process of updating to Tyler Enterprise RMS (formerly New World). That implementation should be completed by April 2020.

10. Does the Department have an automated report writing system in which patrol officer's reports are completed in the field via computers? Are detectives filing reports digitally as well?

We currently do not have Field based reporting. Some reports are digital through fillable PDFs; the majority are dictated. Field based reporting is part of the Tyler upgrade.

11. Is there an anticipated maximum award amount attached to the RFP?

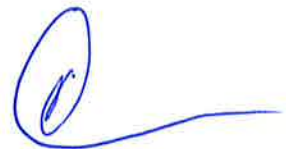
No. Costs are a factor in the award decision, with the lowest cost proposal awarded the maximum total of 20 points.

12. The RFP states that the Proposal Cover Sheet is attached as Appendix B. However, the RFP only contains an Appendix A. Is Appendix A the correct form to meet the signature requirement?

Yes – Appendix A is the Proposal Cover Sheet.

Please acknowledge receipt of Addenda by including a copy of each with your proposal.

Posted: January 18, 2019



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*Charles Snow, Principal*  
January 23, 2019

COST PROPOSAL FOR THE  
CITY OF DULUTH  
TO CONDUCT AN  
ORGANIZATIONAL ASSESSMENT  
FOR THE DULUTH POLICE  
DEPARTMENT

---

**BerryDunn**

100 Middle Street, Portland, ME 04104  
207.541.2200

**Chad Snow, Principal**  
[csnow@berrydunn.com](mailto:csnow@berrydunn.com)

**Doug Rowe, Senior Manager**  
[drowe@berrydunn.com](mailto:drowe@berrydunn.com)

**Proposal submitted on:**

January 25, 2019 by 4:30 p.m.

# LETTER OF INTRODUCTION

January 25, 2019

City of Duluth  
Attn: Purchasing Division  
City Hall, Room 120  
411 West 1<sup>st</sup> Street  
Duluth, MN 55802

To Whom It May Concern:

BerryDunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this cost proposal in response to the City of Duluth's (City's) Request for Proposals (RFP) Number 19-04AA for an Organizational Assessment for the Duluth Police Department (DPD). We have read the RFP and understand its contents, and we agree to the terms and conditions therein. Our proposal is a firm and irrevocable offer valid for 60 days from the proposal due date of January 25, 2019.

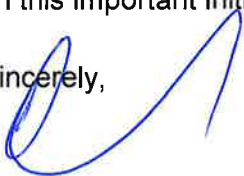
BerryDunn is an independent management and information technology (IT) consulting and certified public accounting firm headquartered in Maine and serving clients nationally. We are a stable and well-established firm that has preserved our core values and reputation for excellence for 45 years. We have enjoyed steady growth by providing consistent, high-quality services to our clients in all 50 states and in Canada.

As the principal of our Local Government Consulting Group, 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:

**Chad Snow, Principal**  
100 Middle Street  
Portland, ME 04101  
Telephone/Fax: 207-541-2294  
Email: [csnow@berrydunn.com](mailto:csnow@berrydunn.com)

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

Sincerely,



Chad Snow  
Principal

Table 1 presents the fees for our proposed work plan, broken down by deliverable, and inclusive of any related travel expenses. We will submit monthly progress invoices based on work completed. BerryDunn does not charge for time spent traveling, so these costs are reflective only of the time BerryDunn team members will be working on the City's project.

**Table 1: Proposed Cost Breakdown**

<b>Phase</b>	<b>Cost</b>	<b>Estimated Hours</b>
<b>Deliverable 1: Project Work Plan and Schedule</b>	\$7,325	47
<b>Deliverable 2: Preliminary Staffing and Other Key Findings Summary</b>	\$3,520	23
<b>Deliverable 3: Preliminary Findings and Recommendations Report</b>	\$63,981	407
<b>Deliverable 4: Strategic and Action Plans</b>	\$7,661	49
<b>Deliverable 5: Final Findings and Recommendations Report and Presentation</b>	\$5,661	36
<b>Deliverable 6: Monthly Progress Reports (<i>included above</i>)</b>	N/A	-
<b>Project Total</b>	<b>\$88,148</b>	<b>562</b>