



# Proposal for an Independent Investigation for the Dover Police Department

September 24, 2025



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21CP Solutions (“21CP”) is pleased to submit this proposed scope of work to the City of Dover, Delaware for an independent investigation into recent events involving the Dover Police Department, the Fraternal Order of Police (“FOP”), and senior city leadership.

The City faces a complex environment: a longstanding Chief of Police contract that has generated internal debate; allegations concerning policy violations and outside employment; and disputes between the Chief, the FOP, and members of City Council. These issues have raised concerns about internal morale, union–management relations, and public confidence in leadership. 21CP proposes to serve as an independent, outside investigator to establish a factual record, assess conduct, and provide forward-looking recommendations that strengthen trust, accountability, and effective governance.

21CP will:

1. **Investigate the personnel file release.** Concerns have been raised that the Chief of Police’s personnel file, which is confidential under City policy, was improperly accessed and provided to the FOP. This incident has implications not only for the Chief, but also for HR integrity, employee trust, and the City’s compliance with state and federal personnel laws. 21CP
2. **Investigate the alleged disparagement.** The FOP has alleged that the Chief and the Mayor disparaged a City Council member, potentially colluding to undermine the individual’s reputation.
3. **Evaluate organizational context and governance.** Beyond the immediate disputes, Dover faces larger questions about governance, leadership, and labor relations.

The remainder of this document provides an overview of who 21CP is, our experience with independent investigations, the qualifications and professional experience of 21CP’s proposed project team, the contemplated approach for conducting the investigation, and estimated costs.

## I. About 21CP

21CP was founded in 2015 to help law enforcement agencies reimagine public safety through innovative and evidence-based approaches. Since its inception, 21CP has partnered with law enforcement agencies, institutions of higher education, and schools across the country to conduct organizational and operational assessments, investigations and audits, implement change, build trust between police and communities, and promote constitutional policing practices. Through strategic advising, community engagement, and systems-level change, 21CP plays a leading role in shaping the future of public safety in America. Today our experienced team includes police chiefs, lawyers, public administrators, and academics, each with decades of expertise in policing and public safety. Our team possesses extensive experience collaborating with law enforcement agencies, gathering essential data, providing actionable recommendations for advancement, and supporting the implementation of these improvements.

21CP’s experts have significant experience conducting independent investigations, assessments, evaluations, critical incident reports, and after-action reviews across an array of critical law enforcement functions. Although the nature of the organizations and scope of issues have been diverse, all 21CP’s work has resulted in practical, pragmatic guidance to these organizations for advancing the safe, effective, fair, and equitable provision of public safety services. State Departments of Justice and Attorney’s General Offices have also retained 21CP to assist, advise, and counsel on an array of policing issues, including investigations into unlawful policing practices, misconduct, use of force, and complaints of poor performance.

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21CP's network of affiliates are located across the country and our active projects span from Massachusetts to California. For more information on our past work and clients, please visit [www.21cpsolutions.com](http://www.21cpsolutions.com).

## II. Experience

### A. Examples of 21CP's Experience with Protest Investigations

Agencies across the country have engaged 21CP to conduct security and safety assessments, including investigations and after-action reviews. These projects include, but are not limited to:

***Raleigh.*** The City of Raleigh, North Carolina engaged 21CP to conduct an independent review of its police department's practices, policies, and procedures on use of force and its response to protests and mass gatherings – and to provide concrete recommendations for reform. Across three phases of work, 21CP conducted an assessment and evaluation of the Raleigh Police Department's practices with respect to force and protest response. A final report summarized the findings and provided detailed, pragmatic, and actionable guidance for the City and police department on how to improve and strengthen its performance and security protocols during large protests and crowd management events.

***Phoenix.*** The City of Phoenix, Arizona retained 21CP to do a complete review and analysis of over 200 days of sustained protest activity in the wake of the death of George Floyd. 21CP provided in-depth analysis of every facet of public safety response to protest activity, including police, fire, EMS, streets and sanitation, and the coordination of mutual aid with other city agencies as well as other jurisdictions. A final report presented pragmatic recommendations on policies, procedures, and protocols responsive to concerns raised by city leadership, public safety personnel, and the community.

***California Department of Justice.*** The California Department of Justice engaged 21CP to conduct a comprehensive assessment of the Sacramento Police Department's practices in the wake of community unrest related to high-profile use of force incidents. 21CP provided in-depth, pragmatic recommendations on policies, procedures, and protocols relating to the use of force, supervision, misconduct investigations, civilian complaints, officer recruitment and retention, and stop activity.

***New York State Attorney General's Office.*** The Attorney General's Office is engaging 21CP to assist, advise, and counsel on an array of public safety and policing issues, including investigations into potential patterns and practices of unlawful policing in jurisdictions across the state and on several legal issues relating to policing, police training, and accountability.

***Village of Evendale.*** The Village of Evendale, Ohio, retained 21CP to conduct an independent investigation and after-action review of the events and circumstances surrounding the events of February 7, 2025 during a neo-Nazi protest near the neighboring community of Lincoln Heights. In addition to establishing a detailed timeline of the events, this review looked at the Evendale Police Department's response to both the protest and counter-protest events and made recommendations to the village regarding changes and enhancements to policies and practice that could be immediately implemented by the police department.

### B. Experience of the Proposed Project Team

21CP's seven partners and 50 affiliates have led law enforcement agencies and police labor organizations, worked in training, investigations, and internal affairs, and have extensive knowledge of the best practices in officer wellness. 21CP

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team members have conducted numerous investigations, sentinel event reviews, policy audits, and process assessments. With more than 50 affiliates located across the country, including several who currently live and work in the mid-Atlantic region, 21CP can ensure a team that brings the needed experience and expertise and is cost-sensitive to every project. A full list of 21CP team members can be viewed at [www.21cpsolutions.com](http://www.21cpsolutions.com). This project will most likely include:

**Sean Smoot**, 21CP's Managing Partner, is the Director of the Police Benevolent & Protective Association of Illinois and the Police Benevolent Labor Committee. He also serves as the Area 4 Vice-President of the National Association of Police Organizations (NAPO). A national police expert and member of President Obama's Task Force on 21st Century Policing, Mr. Smoot is a member of federal consent decree monitoring teams in Baltimore and Cleveland. He was a member of the Executive Session on Policing and Public Safety at the Harvard University Kennedy School of Government and is the Chairman of the Illinois Law Enforcement Training and Standards Board. Mr. Smoot served as the Police Commissioner for ten years, and as an elected Alderman for twelve years, in the City of Leland Grove, Illinois.

**Tim Mygatt**, Senior Advisor, would serve as the project manager. A civil rights lawyer and police practices expert, he has more than 18 years working with communities, advocacy organizations, law enforcement agencies, and state and local governments to establish community safety. He previously served as one of two career Deputy Assistant Attorney Generals in the Civil Rights Division, one of the highest career positions in the United States Department of Justice, overseeing the Division's Criminal, Special Litigation, Disability Rights, and Federal Coordination and Compliance Sections. Throughout his career, his practice has focused on systemic police misconduct, including cases and investigations involving the Baltimore Police Department, Cleveland Division of Police, Seattle Police Department, New Orleans Police Department, and Louisiana State Police. Mr. Mygatt has also worked extensively with municipalities and states to create alternatives to police response, particularly for people with disabilities or in crisis. His practice is characterized by building collaborative relationships with jurisdictions, developing strong coalitions among all stakeholders, and establishing a data-driven approach to evaluate whether change has been achieved.

**J. Thomas Manger**, is a Senior Advisor to 21CP. Recently retired Chief of the US Capitol Police, Mr. Manger spent most of his career in two of the larger urban county police departments in the country. He served in the Fairfax County (VA) Police Department for over 25 years, including six as the chief. He then also led the Montgomery County (MD) Police Department from 2004-2019. Mr. Manger also has served as the president of the Major Cities Chiefs Association and vice-president of the Police Executive Research Forum.

**Melissa Hyatt**, Associate Consultant. Melissa R. Hyatt served as the Assistant Director for the newly formed Office of State, Local, and Tribal Law Enforcement for the United States Marshals Service (USMS). Prior to that position, she supported the USMS as a senior advisor to the Director. Hyatt served over 20 years with the Baltimore (City) Police Department, holding positions such as Chief of Staff to the Police Commissioner, Chief of Patrol, Chief of the Special Operations Division, District Commander, and Special Weapons and Tactics (SWAT). Later she became the Vice President for Security for Johns Hopkins Medicine and Johns Hopkins University, where she oversaw security for the global enterprise. In 2019, Hyatt was sworn in as Baltimore County's 14th Police Chief. Hyatt holds a Bachelor of Science in Criminal Justice from the University of Delaware and a master's degree in management from Johns Hopkins University.

**Hassan Aden**, Senior Advisor. Hassan Aden retired as chief of police of the Greenville Police Department in Greenville, North Carolina. Prior to that he was the director of the Research and Programs Directorate of the International Association of Chiefs of Police (IACP), where he directly oversaw operational programs and

research projects aimed at advancing professional police services. He also served 26 years at the Alexandria Police Department in Alexandria, Virginia, rising to the rank of deputy chief.

### III. Overview of Proposed Approach

21CP will use standard investigative practices and techniques to conduct an independent investigation and evidence-based review of the circumstances surrounding recent disputes between the Dover Police Department, the Fraternal Order of Police, and City leadership. Consistent with the tenets of root-cause analysis, the investigation will examine the full scope of events—including the alleged improper release of the Chief’s personnel file, claims of disparagement involving the Mayor and Chief, formal complaints brought by the FOP, and the organizational dynamics created by the Chief’s long-term contract and ongoing labor tensions. The review will consider not only the specific allegations but also the broader governance, morale, and accountability structures within the Department and City, with the goal of providing Dover with clear findings and actionable recommendations.

The work will unfold in two integrated phases, with each phase addressing the three central areas of inquiry.

#### Phase 1: Fact-Finding & Investigation

During this phase, 21CP will gather documents, review data, and conduct interviews to establish a factual record across the three key issues:

- **Personnel File Release:** Trace how, when, and by whom the Chief’s personnel file was accessed and disclosed; assess HR and IT systems; and determine whether violations of law or policy occurred.
- **Alleged Disparagement:** Review public statements, communications, and council records; interview implicated officials; and establish whether disparagement or collusion occurred.
- **Organizational Context:** Examine the Chief’s contract and its effects on morale and leadership succession; review the formal complaints made by the FOP to Internal Affairs and to the Division of Civil Rights and Public Trust; evaluate FOP–management dynamics; and compare Dover’s governance structures with best practices.

#### Phase 2: Findings & Recommendations

In this phase, 21CP will translate fact-finding into actionable guidance:

- **Personnel File Release:** Provide findings on the source of the leak, outline accountability options, and recommend improved confidentiality safeguards.
- **Alleged Disparagement:** Present conclusions on the disparagement claims, analyze implications for governance, and recommend standards for professional conduct.
- **Organizational Context:** Deliver recommendations on contract structures, labor–management relations, complaint resolution, and governance reforms, benchmarked to national standards.

Initially, 21CP will request from the City of Dover and its Police Department a range of information and documents, including relevant HR records, contractual agreements, City Council meeting minutes, formal complaints and disposition files, email and other communications among City officials and union representatives, and other materials specifically identified in the course of the investigation.

Following the review of these documents and data, 21CP will directly engage with key stakeholders, including Dover Police Department leadership and officers; City administrators and HR staff; elected officials, including members of the City Council; representatives of the Fraternal Order of Police; and any other individuals with knowledge material to the investigation.

Engagement with stakeholders will occur in person or via videoconference, as appropriate. After analyzing the data and completing follow-up requests, the project team will translate its findings into concrete, evidence-based recommendations. Finally, the team will provide Dover with a comprehensive final report that details the basis and rationale for all findings and outlines specific, actionable steps to strengthen governance, accountability, and trust.

Table 1 provides a proposed preliminary timeline for 21CP's work, assuming that the investigation begins on or before October 30, 2025 and is completed in 90-100 days.

**Table 1.** Proposed Investigation & After-Action Review Timeline

|                                                                                | <b>October</b> | <b>November</b> | <b>December</b> | <b>January</b> |
|--------------------------------------------------------------------------------|----------------|-----------------|-----------------|----------------|
| Phase 1: Request for Documents & Data                                          |                |                 |                 |                |
| Phase 1: Initial Document Review & Fact Development                            |                |                 |                 |                |
| Phase 1: Stakeholder Interviews                                                |                |                 |                 |                |
| Phase 1: Follow up Requests & Analysis; Formulation of Preliminary Findings    |                |                 |                 |                |
| Phase 2: Submission of Initial Findings Report and Formulation Recommendations |                |                 |                 |                |
| Phase 2: Drafting of Final Report                                              |                |                 |                 |                |
| Phase 2: Submission of Final Report with Implementation Plan                   |                |                 |                 |                |

#### **A. Estimated Costs & Additional Parameters**

Table 2 summarizes 21CP's estimated budget for conducting the investigation and detailing the number of hours that 21CP projects will be required in each area identified in the timeline summarized in Table 1. 21CP's standard rates for its Partners, Senior Advisors, and Associate Consultants are summarized in Table 3.

The parties acknowledge and agree that the total cost of services provided under this agreement, as described above, shall not exceed \$50,000 without express written agreement or written change order approved by the City of Dover.

Table 2. Preliminary Proposed Budget

|                                                                                     | Partners |         | Senior Advisors |         | Associate Consultant |         | TOTAL           |
|-------------------------------------------------------------------------------------|----------|---------|-----------------|---------|----------------------|---------|-----------------|
|                                                                                     | Hours    | Cost    | Hours           | Cost    | Hours                | Cost    |                 |
| <b>Request for Documents &amp; Data &amp; Investigation Commencement Activities</b> | 4        | \$1,580 | 12              | \$4,500 | 6                    | \$1,950 | \$8,030         |
| <b>Review of Produced Document &amp; Initial Fact Gathering</b>                     | 8        | \$3,160 | 16              | \$6,000 | 8                    | \$2,600 | \$11,760        |
| <b>Witness Interviews &amp; Follow-Up</b>                                           | 4        | \$1,580 | 16              | \$6,000 | 8                    | \$2,600 | \$10,180        |
| <b>Formulation of Preliminary Findings</b>                                          | 6        | \$2,370 | 16              | \$6,000 | 6                    | \$1,950 | \$10,320        |
| <b>Final Report and Presentation</b>                                                | 6        | \$2,370 | 16              | \$6,000 | 8                    | \$2,600 | \$10,970        |
| Sub-Total                                                                           |          |         |                 |         |                      |         | \$40,290        |
| Overhead & Administrative*                                                          |          |         |                 |         |                      |         | \$6,044         |
| Site Visit Travel**                                                                 |          |         |                 |         |                      |         | \$3,026         |
| <b>TOTAL</b>                                                                        |          |         |                 |         |                      |         | <b>\$49,360</b> |

\* The Overhead & Administrative charge is computed at 15% of hourly, invoiced time.

\*\* The site visit travel line item is based on estimates for 2 non-local team members making two (1) 3-day in-person site visits, including airfare at \$650/person, hotel at an estimated \$163/night/person, ground transportation at an estimated \$285/person/trip, and a per diem of \$84/day/person for miscellaneous expenses. The hotel and per diem rates are consistent with the federal reimbursement scale for Delaware however, because 21CP is not a governmental entity, it may need, depending on availability, to book accommodations at a rate above the governmental scale.

21CP observes that the preliminary budget detailed in Table 2 remains its best estimate, at the outset of work and prior to initial document production and witness interviews, of the level of resources that will be required to complete the

investigation. The ultimate cost of the investigation will be dependent on variables that include facts that are uncovered during the investigation and the level of cooperation that 21CP secures from implicated witnesses, personnel, and stakeholders. 21CP continues to pledge to update the City regularly on its progress, including periodic updates on resource implications for its work.

Table 3. 2024 21CP Consultant Fees

|                      | <i>Hourly Rate</i> |
|----------------------|--------------------|
| Partner              | \$395/hour         |
| Senior Advisor       | \$375/hour         |
| Associate Consultant | \$325/hour         |
| Consultant           | \$295/hour         |

21CP anticipates being able to conduct its work through a hybrid model of in-person work, meetings, and interviews at in Dover and through Zoom and/or other videoconference platforms. Any and all reasonable and customary travel expenses that are incurred will be submitted for reimbursement including travel, printing, shipping and copying, etc.

21CP's travel expense policy provides that current US GSA mileage and M&IE reimbursement rates shall apply. Standard hotel rates shall apply unless the client provides a special rate code for a preferred hotel. Domestic air travel will be reimbursed at the Coach (or equivalent) or lowest available rate – First Class or Business rates shall not be reimbursed unless said rate is the lowest available. Rail transport may be coach/business class or lowest rate available (Acela may be booked when available). Ground transportation will be by UberX (or equivalent), standard taxi, or rental car (Standard or Economy). All of these expenses are reflected in the line item in Table 2 addressing the Site Visit.

21CP typically submits monthly invoices for consultant time and expenses. Invoices are accompanied by supporting receipts for reimbursable expenses. Billing terms are net 30 days. Payment via ACH or direct deposit is preferred. Invoices not paid within 30 days of receipt are subject to a 3% monthly interest charge.

Finally, because of the sensitive nature of the work and the possibility that other litigation or investigations unrelated to 21CP's engagement with the City of Dover may arise, 21CP will request that the City of Dover reimburse 21CP for all reasonable and documented costs arising from responding to subpoenas, outside litigation, or other external investigations. This includes the City reimbursing 21CP for any costs related to 21CP employee time and travel expenses reasonably incurred relating to any subsequent litigation or legislative testimony.

It is 21CP's understanding that we will be retained by the City Council for the purpose of providing legal advice and that the City will retain attorney-client privilege regarding all communications and work product.