



## 2020 CITY COUNCIL MEETING STAFF REPORT

To: Honorable Mayor and City Council Members  
From: Michelle Leise, Community Engagement Specialist  
Meeting Date: August 24, 2020  
Agenda Item Number: 10.C.

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**Title** – Advisory Team on Government Policies and Practices

**Purpose** – The purpose of this item is for the Council to consider approving a contract with facilitator Dominique Johnson as an independent contractor. Dominique is also the Senior Director of Community Engagement at the Center for Policing Equity and brings with her the ability to utilize staff and resources from CPE. If Council approves the contract, Johnson will assist in planning meetings and facilitating the first 18-month phase of the Advisory Team that will focus on public safety and policing. Staff also requests Council feedback or direction on additional updates in this report.

**Recommended Action** – Approve contract with facilitator Dominique Johnson, contingent upon potential language changes and city attorney approval to the insurance section (#10).

**Attachments** –

--Contract for Services with Dominique Johnson

**Alignment with 2019 Strategic Plan** –

**#59:** Be more purposeful in monitoring, evaluating, reassessing, and improving our policies and systems so they are fair and equitable for all.

**#60.** Build stronger relationships with communities where trust has been broken or still needs strengthening in order to form long-lasting, respectful, shared commitment.

**Background** –

This is an edited summary of what has happened so far in this initiative:

**--June 8 Council Meeting.** Council discussed Red Wing's Racial Equity Plan and ideas about priorities to address in upcoming months. Council gave staff direction to draft an updated 2020 Racial Equity Plan.

**--June 22 Council Meeting.** Council discussed the updated draft of the 2020 Racial Equity Plan and deliberated top priorities. One key priority was the creation of a community-based team that would delve into government policies and practices to make them more equitable.

**--June 29 Council Workshop.** Council examined three options for moving forward with a community-based team. They found consensus around creating an overarching, multi-year endeavor that would bring together a diverse group of residents that would, over time, focus on each department's policies and practices (meaning written rules and everyday actions), and make improvements so government works for everyone and all residents, especially residents of color, are not negatively affected.

**--July 13 Council Meeting.** Council reviewed outlined details such as the application and nomination forms, meeting specifics, and membership parameters. Most agreed on the parameters but wanted to speed up the timeline.

**--August 10 Council Meeting:** The group officially became the Advisory Team on Government Policies and Practices. Mayor Dowse reported names of the 12 new members on the team and three alternates. More than 81 applications and nominations were received. Council members each recommended one member (totaling seven people), and five members were chosen by the mayor and a Selection Committee consisting of five residents representing diverse populations and law enforcement. During the August 10<sup>th</sup> Council meeting, staff also recommended Dominique Johnson as the consulting facilitator on this project. In researching options, Community Engagement Specialist Michelle Leise and Chief Roger Pohlman both had discussions with Johnson and felt she would be a good fit for this project. Council members gave a unanimous verbal approval to move ahead with a contract to bring forward at the August 24 meeting.

As stated in the August 10<sup>th</sup> Council report, the City's Community Engagement Specialist, Michelle Leise, met Dominique after first reaching out to the Center for Policing Equity based on Council's request that staff connect the Government Alliance on Race and Equity (GARE). Gordon Goodwin, who was Red Wing's mentor in 2016 and 2017 and is today the Director of GARE (now an arm of the Race Forward organization), highly recommended utilizing the staff and resources at The Center for Policing Equity (CPE). More information on CPE is available at [policingequity.org](http://policingequity.org).

Through former projects and as Senior Director of Community Engagement for CPE, Dominique brings to this project a broad range of skills and knowledge and a strong background in working with community residents and police departments. Dominique has worked with communities ranging from populations of 8,000 to 250,000 and enjoys working with smaller cities like Red Wing. In her work as an independent contractor, Dominique is able to bring with her staff members and written resources through the Center for Policing Equity. One example is Rob Kenter, CPE's Director of Law Enforcement Field Engagement, who plans to connect periodically with Chief Pohlman throughout the process. Rob worked for 30 years at the Norfolk Police Department and did extensive work on data analysis.

## **Discussion** –

### **Contract**

The city attorney has approved the Contract for Services with Dominique Johnson, but one item remains to be finalized. The insurance section of the contract (#10) will be clarified and potentially edited. A verbal update will be provided at the August 24 Council meeting. Staff is asking for approval of the Contract for Services to this point, knowing that final language around insurance will be verified and fully approved by the city attorney's office before the contract is final.

### **Updates**

Staff wishes to provide the following updates to the Advisory Team process and requests Council feedback or direction on any items as Council desires.

### **Meetings**

--The mayor has communicated via phone or email with all residents who applied for positions.  
--Team members listed the timeframe of 6:00 p.m. to 8:00 p.m. as one of their preferred time periods on their applications, so staff is scheduling during that time, with Wednesdays as the designated day for now. The schedule for 2020 is below. In general, these dates do not interfere with other government meetings. Meetings for 2021 will be monthly and will remain monthly until the end of the project in late February 2022.

#### **2020: All Meetings 6 p.m. to 8 p.m.**

1<sup>st</sup> meeting: Wednesday, September 9

2<sup>nd</sup> meeting: Wednesday, September 23

3<sup>rd</sup> meeting: Wednesday, October 14

4<sup>th</sup> meeting: Wednesday, October 28

5<sup>th</sup> meeting: Wednesday, November 18

6<sup>th</sup> meeting: Wednesday, December 9

The two-hour meetings will generally follow a similar pattern. One hour will be the “educate” section and one hour will be the “activate” section. The hour dedicated to educating and learning will be audio taped and available online for the public to access. The workshop hour (the “activate” portion) for team members will not be audio taped, but summary notes will be provided online for the public. These summary notes will provide the public with what ideas were covered, what questions came up, what next steps are being taken, and any decisions that were made toward recommendations. There will be an easy way for members of the public to access both the audio recordings and the notes that accompany each meeting.

Meetings will be virtual until Covid-19 safety guidelines change and people are able to meet in person. Facilitator Dominique Johnson will do almost all her work, including facilitation, virtually. However, once it is safe to travel again per CDC guidelines, it's planned that Dominique will travel to Red Wing periodically to meet in person.

Although the Advisory Team will not meet until September 9, an online survey will be sent out to the 12 team members during the week of August 24 to gather initial, overarching perspectives before the first meeting.

## **Public Involvement**

Staff will also provide and promote an online survey to the public in September around the topic of public safety. Hard copies will be available, as well. This will provide Advisory Team members with information they can use in their thinking as they start the beginning phase of this project. Surveys will continue to go out to the public every six months during these next 18 months.

The public will have a location online where residents can access information. In addition, there will be an avenue made available for the public to ask questions they want Advisory Team members to consider.

The City will make it a priority to keep the public up to date on the activities and progress of the Advisory Team.

## **Follow-up on Alternates**

Council and Mayor Dowse discussed options for involvement of alternates in this process at the August 10<sup>th</sup> Council meeting. After listening to the discussion and thinking through the next 18 months, the following recommendations are being made.

- Alternates will only be asked to step on the team if a current member steps off.
- Alternates will not attend any meetings as an alternate.
- Alternates will receive all notes and links to the audio recordings of each meeting.
- Alternates will be encouraged to talk to team members just like another member of the public.
- If an alternate is asked to step onto the team, City staff will help that person get up to speed. We will also pay them for their time to read and review items (1 to 2 hours perhaps).

The main reason for not having alternates attend meetings is that it could be a very negative thing to have people in the room routinely who are not allowed to provide opinions. This is exactly the opposite of the culture we want to create.

## **Financial plan and impact** –

The cost for hiring Johnson for 18 months is \$40,000. The cost of the full project will be paid in three installments over three budget years from 2020-2022. Johnson's services can also be extended if given a 90-day notice.

- \$13,333.00 on or about September 1, 2020
- \$13,333.00 on or about January 15, 2021
- \$13,334.00 on or about February 24, 2022

## **Alternatives** –

- Approve contract with facilitator Dominique Johnson, contingent upon potential language changes and city attorney approval to the insurance section (#10).
- Approve contract with facilitator Dominique Johnson per insurance clarifications listed above and additional changes, per Council request.
- Deny recommendation and request more information on other options.
- Other

**Recommended Action** – Approve contract with facilitator Dominique Johnson, contingent upon potential language changes and city attorney approval to the insurance section (#10).

## CONTRACT FOR SERVICES

This Contract for Services is made effective as of August 24, 2020, by and between the City of Red Wing of 315 West 4th Street, Red Wing, Minnesota 55066 (the "City"), and Dominique Johnson, 4 Fiske Ave, Reisterstown, Maryland 21136 (the "Provider"). Dominique Johnson is the current Senior Director of Community Engagement for the Center for Policing Equity who is working in this capacity as an independent contractor for the City of Red Wing. The City is under no contractual agreement with the Center for Policing Equity as an official partner for these services.

1. **DESCRIPTION OF SERVICES.** Dominique Johnson will provide to the City the services (collectively, the "Services") set forth in EXHIBIT A, which is hereby incorporated into this Agreement by reference.
2. **PAYMENT.** The City agrees to pay Provider \$40,000.00 for the services described herein. The City will pay this sum in three payments. Provider shall provide invoices to the City for three payments as follows:
  - a. \$13,333.00 on or about September 1, 2020;
  - b. \$13,333.00 on or about January 15, 2021; and
  - c. \$13,334.00 on or about February 24, 2022.

This payment is all-inclusive and includes all actual expenditures related to the services in this Agreement. The City may agree to pay for travel expenses if it approves such expenses in writing before they are incurred.

If the project is to extend beyond the original 18-month contractual period, the City will provide written notice for a contract extension at least 90 days (November 26, 2021) before the end of the original contract period (February 24, 2022) and provide an amended Scope of Work and payment agreement.

All services provided by the Contractor under this contract must be performed to the City's satisfaction, as determined at the sole discretion of the City. The Contractor will not receive payment for work found by the City to be unsatisfactory or performed in violation of federal, State, or local law.

3. **TERM AND TERMINATION.** This Contract shall be for the period commencing August 24, 2020, and terminating on February 24, 2022.

The City may cancel this contract at any time, with or without cause, upon 30 days' written notice to Provider. Upon termination, the Provider will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

In the event of termination under this paragraph or Paragraphs 7 or 9, Provider agrees to cooperate with the City and provide copies of all materials whether completed or not that Provider has been working on related to this Contract.

4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of the City. Upon request, Provider will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of the City to the Work Product.
5. **DATA PRACTICES RESPONSIBILITIES.** Provider, and its employees, agents, or representatives recognize that certain data furnished by the City in connection with its services pursuant to this Agreement may be subject to the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13. Nothing in this Agreement shall be construed to allow either party to maintain, use, disclose, or disseminate data in a manner not permitted by law. This provision will continue to be effective after the termination of this Contract.
6. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
  - a. The failure to make a required payment when due.
  - b. The insolvency or bankruptcy of either party.
  - c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
7. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
8. **INDEMNIFICATION.** Provider agrees to hold harmless, defend, and indemnify the City and its Council members, employees, officers, attorneys, insurers, agents, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Provider, or the Provider's employees or agents, related to the Provider's performance pursuant to this Agreement. This duty to hold harmless, defend and indemnify shall apply to any and all demands, claims,

suits, losses, damages, cause of action, fines or judgements, including costs, attorney's and witness fees, and expenses incidental thereto, unless such claims for loss, damage, injury or death result from the gross negligence or willful misconduct of the City, its Council members, and their employees or agents.

**9. INDEPENDENT CONTRACTOR.** Provider shall perform her duties hereunder as an independent contractor and not as an employee of the City. Neither Provider nor any agent or employee of Provider shall be or shall be deemed to be an agent or employee of the City. Nothing in this Contract may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the City and Provider. Provider shall pay, when due, all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Provider acknowledges that Provider and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Provider shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Provider shall be solely responsible for the acts of Provider, its employees and agents. Provider shall hold the City completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Provider is responsible under this Contract, and from all attorney's fees and other costs incurred by the City in contesting or defending against any responsibility therefore which is asserted against the City.

**10. INSURANCE.** During the Term, Provider shall maintain workers' compensation insurance required by Minnesota law. Provider shall also maintain general liability and automobile insurance, with policy limits sufficient to protect and indemnify the City, its Council Members, employees, and agents, from any losses resulting from Provider's acts or omissions or the acts or omissions of its agents, contractors, servants, or employees. The Provider must provide a certificate of insurance verifying such insurance upon the City's written request.

**11. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to

avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**12. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**13. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**14. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**15. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Minnesota. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Provider specifically consents to jurisdiction in Minnesota.

**16. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**17. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**18. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**19. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**DOMINIQUE JOHNSON**

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

Date \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF RED WING**

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

Date \_\_\_\_\_

Its: Mayor

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

Date \_\_\_\_\_

Its: Council Administrator

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

Date \_\_\_\_\_

Its: City Clerk

## **EXHIBIT A: DESCRIPTION OF SERVICES**

Dominique Johnson (“Provider”) will provide planning and facilitation services for an 18-month period for the City of Red Wing to support racial justice through partnership as the City of Red Wing’s Advisory Team reimagines current public safety structures. Goals and deliverables are listed below and may change as the work develops and as the City needs change. Any changes will be provided in written form and approved by the Provider per budgetary guidelines. Throughout the course of this Agreement, Provider will work with the City to define and prioritize topics and activities for the Advisory Team that address the City’s most pressing needs.

### **PROJECT GOALS:**

1. Build trust and knowledge among team members.
2. Strengthen communication and trust between City staff members and residents who feel that trust has been broken.
3. Identify key data points that will be reviewed and shared as a community that help show where policy or practice changes may be needed and where progress can be made.

\* Data will focus on law enforcement but other data areas may also be identified. Data will be provided by the City and will not be provided through a formal data collection partnership with the Center for Policing Equity.

4. Provide recommendations on policies and practices to the City Council that will create positive change.
5. Provide recommendations to the City Council that result in the formation of a permanent Resident Advisory Board regarding public safety.

### **OBJECTIVES & DELIVERABLES:**

--Work collaboratively with the City Community Engagement Specialist (CES) to plan and design 18 Advisory Team meetings that will:

1. Provide space and time for team members to connect and collaborate;
2. Set member expectations.
3. Invite respectful reflection, dialogue, and learning around public safety issues, both internal and external;
4. Provide and lead team members through a roadmap for how members can together learn and understand the local public safety systems, see how local communities experience those systems, and identify recommendations that will lead to more racially equitable systems;
5. Provide expertise, resources, and thoughtful guidance.

--Facilitate one two (2) hour session per month that accomplishes the above design goals.

--Follow-up with notes and resources to support ongoing team building and operational clarity.

Provider will:

1. Meet with City Community Engagement Specialist virtually twice per Advisory Team meeting (one 2-hour planning session and one 1-hour follow-up session) to create detailed agendas for eighteen (18) Advisory Team meetings from August 24, 2020, through February 24, 2022.
2. Meet with the Police Chief virtually to listen to ideas and share process (once per Advisory Team meeting (one 1-hour session).
3. Communicate with City representatives via email occasionally to share ideas, materials, activities, and other necessary information.
4. Identify specific activities and materials for each agenda.
5. Include others in the agendas who may provide insights or expertise in an area for a specific meeting.
6. Provide staff members with learning materials including tools, road maps, successful examples, and best practices.
7. Utilize relevant available staff and academic resources under the Community Engagement portfolio from the Center for Policing Equity to fulfill the services contracted for, when necessary and appropriate.

#### **TIME & AVAILABILITY:**

The estimate for this project is approximately 18 months, including but not limited to the following: 36 hours of meeting planning with CES (2 hours per meeting); 36 hours of facilitation (2 hours per meeting), 18 hours of meetings with the Police Chief (1 hour per meeting); and 18 hours of follow-up with CES (1 hour per meeting). Provider will work with the City to assure that the tasks are delegated and implemented in a timely manner. Provider will respond to pertinent emails within 72 hours and is available for immediate needs via text and mobile phone.

#### **COLLABORATION:**

If at any time there are any concerns, it is the responsibility of the City as well as the Provider to have forthright communication. The success of this project lies on the willingness of both parties to work together, supported by regular meetings and clear communication to guide the work.