

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.g

Department Approval



City Manager Approval



Item Description: Consider Awarding Contract for DEI Training

BACKGROUND

In support of the City's commitment to diversity, equity, and inclusion (DEI), and in support of the current Strategic Racial Equity Action Plan (SREAP), a training plan has been developed and will be implemented throughout 2023 to ensure all employees have a shared introduction and understanding of DEI principles and terminology. After discussion with city leaders and following DEI related training for Department Heads in 2022, specific needs were identified for learning at various levels throughout the organization. Equity and inclusion is a lens and perspective that should be used in all roles throughout the organization as it impacts how the city serves the diverse needs of the community. The training plan for 2023 based on the identified learning needs is as follows:

All Staff - to attend one session in April or May 2023

Topics - Foundational Training on Communication & Shared Terminology, Government's Role, Understanding Bias, and Microaggressions

Managers/Supervisors/Department Heads – to attend two sessions in August and September 2023

Topics – Leading a Diverse Team & Creating a Culture of Belonging

Department Heads – to attend two sessions in November and December 2023

Topics – Courageous Conversations and Managing Conflict through a Diversity Lens

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. The City of Roseville is committed to taking tangible steps to normalize, organize and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

RACIAL EQUITY IMPACT SUMMARY

This presentation is related to the city's Strategic Racial Equity Action Plan and Racial Equity Narrative.

BUDGET IMPLICATIONS

The cost of the recommended consultant's proposal is \$35,000. This cost includes both the development

35 of customized training and in-person facilitation. The 2023 budget has funds allocated to fully cover the
36 proposed cost.

37 **STAFF RECOMMENDATION**

38 Department Heads and leaders from the Strategy Team reviewed several proposals and the top three
39 proposals were interviewed by the City Manager, Assistant City Manager, and Equity and Inclusion
40 Manager. Based on identified learning needs for 2023, feedback, and interviews, staff is recommending
41 that Council authorize the City Manager to enter into a Professional Services Agreement with Catch
42 Your Dreams Consulting, LLC to develop and facilitate training for the organization throughout 2023.

43 **REQUESTED COUNCIL ACTION**

44 By motion, authorize the City Manager to enter into a Professional Services Agreement with Catch Your
45 Dreams Consulting, LLC to develop and facilitate DEIB training for city staff in the amount of \$35,000.

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Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: Proposal and Professional Services Agreement



DEIB Proposal For
City of Roseville, Minnesota
Catch Your Dream Consulting
February 1, 2023

About Catch Your Dream Consulting

Our Approach

At Catch Your Dream Consulting we believe 3 things are foundational to our work and we bring these 3 things to every meeting, training and interaction.

Get energized - It is important that we not only do the work, but we do it and get energized from it. Racial Justice work should get us excited about what's possible rather than focusing on the problems

Take Practical Action - Not just action, but practical action! We are committed to supporting you to get here. Staying in our heads and heart is good, moving to our hands is essential to get to equity and justice.

Find Hope - If you let it, this work can have you spiraling downward and in a place of cynical thinking. At CYD, we will inspire you to find hope so you can be sustained to keep going and achieve your goals.

Our Team (Who Will Be Collaborating with You on this Scope of Work)

We are a collaborative team of diverse dreamers, organizers, multi race, multi class individuals committed to diversity, equity, inclusion, and justice work. We lean on each other's strengths to mitigate our areas of weakness in a way that best serves the partners we work with. We all have different lived experiences from education backgrounds to how we came into this work and it manifests itself in a powerful way to educate, inspire, coach, and move you and your community or team along in your equity journey. We can't promise to show up perfectly every time, but we will show up powerfully.



Donte Curtis is the Founder/Lead Consultant of Catch Your Dream Consulting where he keynotes, facilitates and leads workshops with teams, and organizations, nationwide, on leadership development, racial equity, anti racism, and supports them to create practical change. Donte currently serves on the Board of Directors at Social Enterprise Alliance Twin Cities and is a member of the Program Investment Committee at Youthprise. With over 14 years of facilitation and speaking experience, Donte is adept at fostering the collective wisdom in the room and engaging teams in multiple ways. Probably one of the most energetic people you will ever meet, Donte lives a life that is dedicated to leadership, social justice and liberation. Donte resides in Saint Paul with his Wife, Rachel and two dogs, King and Moose.

Donte Curtis' qualifications include:

- Trained in 4 facilitation methodologies
- Lead workshops with teams on how to be a great facilitator
- Led over 400 workshops, keynote and learning experiences for teams locally and globally focused on DEIA and Anti Racism.
- Works with multiple sectors: non profits, for profits, government and higher education



Jillian Gross Fortgang has a PhD in Higher Education with a concentration in organizational behavior and management, a Masters in Nonprofit Leadership, is a certified coach through the Academy of Creative Coaching, and an apprentice with Racial Justice from the Heart. I have worked with individuals and organizations in the nonprofit, education, and public sectors to co-create a path that keeps her partners focused initiating and sustaining transformational change. Currently, I live in Minneapolis with my spouse and our delightful rescue dog, Lettuce. I love to share the story behind our dog's name, so be sure to ask!



Scope of Work

- 4 - Foundation of DEIB/Language Workshops
- 2 - Culture of Belonging Workshops
- 2 - Conflict and Courageous Conversation Workshops

Catch Your Dream Consulting is able and available to lead/curate all of these workshops. We bring decades of experiences in adult learning and engagement styles to this work. All workshops will be practical in nature and focused on possibility thinking and strengths based leadership.

More Info on 3 workshops Offerings

Foundational of DEIB/Language

We will define Diversity, Equity, Inclusion, belonging and Anti Racism to kick off this workshop. This is done through a conversational style and even for the folks who know what these words mean, we challenge them to go deeper in their understanding of them in real concrete ways. We will also touch the 3 levels of racism and other forms of oppression. As well as cover all the main vocabulary in this work: Microaggressions, Implicit Bias, and privilege and others that you all think we need to focus on. One of the major activities, we like to do is defining the difference dimensions of diversity such as Race, social economic status, gender, sex, ability status, and more (there are 12 that we often use) and then we do an exercise where folks move to a certain identity based on the question we are asking. It expands/reminds folks that diversity is much bigger than race.

Culture of Belonging Workshop

Our most requested workshop falls under this topic. It is entitled, “**Breaking the Cycle of White Supremacy**” (BTC). This perfectly aligns with the goals y’all have around



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managers creating a culture where everyone can thrive and is engaged. BTC is a Culture building workshop at its core. We can provide more details on flow during a Call Here is the description of it.

The saying goes people don't leave their jobs, they leave their managers This interactive workshop invites managers and Supervisors to explore the ways that white supremacy culture is harming us and the work that we do. During our time together, we will reflect on how the dominant culture shows up in leadership and management style (Both White Folks and People of Color managers) and will be given tools and strategies to break the cycle. This workshop will use the collective wisdom in the room to foster new ideas and think about what is possible when we all do our internal work. Come ready to form new habits of equity, justice and liberation to create a workplace that is engaging, life giving and honors everyone's life experience

Conflict and Courageous Conversations Workshop

At Catch Your Dream Consulting, we lean into conflict and Courageous Conversations everyday. We believe conflict makes us better and will make Roseville better. This workshop(s) experience will be highly engaging as well and take the attendees through what we call:

The 6 C's of Uncomfortable Conversation: From Automatic Reaction to Thoughtful Response

Folks will have the opportunity to practice in real time in a low stakes environment to begin to form new habits around conflict and courageous conversation. We Will spend some time thinking about and reframing conflict and folks will leave with Practical tools they will be able to start using the next day around conflict management and Courageous Conversation.



Budget/Estimate for Proposed Work

\$33,000 for all services. These prices are not in concrete and are negotiable. Equity is at the core of our work and that includes pricing. If these prices are not within budget, we work with you to see what's possible.

These prices include preparation, workshops delivery, materials, check ins with lead contact, wellness fee and expertise

Foundations workshops - 4	\$12,000
Culture of Belonging - 2	\$8,000
Conflict and Courageous Conversations - 2	\$11,000
Check Ins, Wellness, Admin -	\$4,000
Total	\$35,000

Important Note

There are a lot of amazing DEIAB Consultants in the Twin Cities and we are more than open with not having the entire scope of work sit with Catch Your Dream Consulting. if y'all feel this is needed. We do believe that having the consistency of one group or trainer and rapport is important as well and am open to both ways.



Payment Schedule

We typically ask for at the signing of the contract 25% Mid way and 25% upon completion. This is negotiated as we understand governments have policies and procedures that we are flexible with. This is what we would ask for however.

So the breakdown would be:

\$17,500 - Signing of contract

\$8,750 - Mid way point

\$8,750 - Completion of contract

Timeline

we am pretty flexible on the timing of these workshops and we believe we can co-create a timeline that makes sense for you all. I would recommend that the workshops that are in a series (Culture of Belonging and Conflict/Courageous) are scheduled in tandem and close to each other. At the most 1 month apart from the first one to support retention, cohesion, and Learning. Below you will find a sample of what could be possible but again, I believe we should co - create it together. we can't accurately and effectively do this with you all. Here is one possibility:

Month	Workshop	Hours
April 1-15th	Foundations of DEIB Option 1	3 Hours
April 15 - 30th	Foundations of DEIB Option 2	3 Hours
May 1 - 15th	Foundations of DEIB Option 3	3 Hours



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May 15 - 30th	Foundations of DEIB Option 4	3 Hours
Summer Break		
August	Culture of Belonging 1	3 Hours
September	Culture of Belonging 2	3 Hours
October	Conflict/ Courageous Conversations	3 Hours
November	Conflict/ Courageous Conversations	3 Hours

Some Current and Past Partners (AKA clients)

My Very Own Bed - Carver County - Center for Inclusive Child Care - Charity Review Council - Minnesota Council of NonProfits - Century College - Metropolitan State University - Simpson Housing Services - Minneapolis Foundation - Olmsted County Northwest Area Foundation - Habitat for Humanity Twin Cities - Cookie Cart Century College - Youthprise - Ramsey County - City of Edina - City of Faribault City of Saint Paul - Ombudsman Office of Long term Care, MN - and More



References

[Margie Andreason - mandreason@nwaf.org](mailto:mandreason@nwaf.org)

Diversity and Inclusion Officer, Northwest Area Foundation

- Facilitated a customized half day training for the Board of Directors on racial equity

[Karmit Bulman - kbulman@mavanetwork.org](mailto:kbulman@mavanetwork.org)

Executive Director, Minnesota Association for Volunteer Administration (MAVA)

- Facilitated multiple times with them on racial justice and anti racism work Specifically on White Supremacy Culture
- Keynoted at their Volunteer engagement conference in 2021 on Anti Racism in volunteerism

[Kris Kewitsch - kris@smartgivers.org](mailto:kris@smartgivers.org)

Executive Director, Charities Review Council

- Serve as DEI Consultant in Residence and support organizations on implementation of the DEI toolkit for 2 years and counting as well as consult with them in different workshops capacities for the non profit community

[Alicia Sandness - sandness@inclusivechildcare.org](mailto:sandness@inclusivechildcare.org)

Human Resource Manager, Center for Inclusive Childcare

- Spent 12 Months with them consulting, facilitating 12 monthly workshops and BIPOC caucus groups

[Kim Bailey - Kim.Bailey@co.ramsey.mn.us](mailto:Kim.Bailey@co.ramsey.mn.us)

DIOD Program Support (HR), Ramsey County, MN

- Provided over 10 highly engaging Workshops around a variety of DEIB topics
- Co - Created and led a racial equity retreat countywide to foster more connection and collaboration between all of the county's racial equity work

You can find more testimonials/recommendations here:

www.facebook.com/catchyourdream.dcurtis

<https://www.linkedin.com/in/donte-curtis-88281882/>



Contact

Donte Curtis

Donte@catchyourdreamconsulting.com

8327034543

Catch Your Dream Consulting

www.catchyourdreamconsulting.com

Thank you for your consideration

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the 6th day of March, 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), and Catch Your Dreams Consulting LLC, (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

2. Term and Termination. The term of this Agreement will commence on March 7, 2023 Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2023, or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
- b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
- c. A statement dated and signed by the Contractor: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination

notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Rebecca Olson, Asst. City Mgr.

To Contractor:

Catch Your Dreams Consulting
1170 Cushing Circle #334
Saint Paul, MN 55108
Attn: Donte Curtis

6. Assignment or Subcontracting. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor’s books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain insurance Contractor shall obtain, at Contractor's expense, as follows:

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- c. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.
- d. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- e. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor’s insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor’s Work. Such documents

evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the “Information”) shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

16. Conflicts. No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties’ ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

20. Severability. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

[CONSULTANT] - Catch Your Dream Consulting
LLC

By: Donte Curtis Smith
Its: President

3 - 2 - 2023

By: _____
Its: _____

EXHIBIT A

WORK

The Contractor, Catch Your Dreams Consulting LLC, and subcontractor, Jillian Gross Fortgang, LLC, shall perform the following work at the following locations:

Attendees	Competencies	Timeline	Location
All Staff	Facilitation of one comprehensive foundational training workshops to include: a. Communication & Shared Terminology b. Government's Role c. Understanding Bias d. Microaggressions	Employees must attend one of four dates in April or May 2023	Roseville Oval
Managers, Supervisors, Department Heads	Facilitation of two training workshops to include: e. Creating a Culture of Belonging f. How to Lead a Diverse Team	Employees must attend two training dates in August and September 2023	Roseville Oval
Department Heads	Facilitation of two training workshops to include: g. Managing Conflict Through a Diversity Lens h. Courageous Conversations	Employees must attend two training dates in November and December 2023	Roseville City Hall

EXHIBIT B
COMPENSATION

The pay schedule will be:

25%/\$8750 - at the signing of the contract (March)

25%/\$8750 - Completion of Foundations (May)

25%/\$8750 - Completion of Leadership workshops (September)

25%/\$8750 - Completion of Contract/Department Workshops (December)

There will be no additional expenses eligible for reimbursement.