

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN**

**COMMUNITY RESOURCES FOR JUSTICE, INC. THROUGH ITS CRIME AND  
JUSTICE INSTITUTE  
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 Community Resources for Justice, Inc., through its Crime and Justice Institute located at 355 Boylston Street, Boston, MA 02116, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for a Racial Bias Audit, (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 Interim Chief of Police (“Interim 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 Two Hundred Seventy-Three Thousand Four Hundred Sixty-Five and 00/100 dollars (\$273,465.00) 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 Interim Chief and emailed to lmarquardt@duluthmn.gov. and accountspayable@duluthmn.gov Payment of expenses is subject to the City’s receipt of reasonable substantiation 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

The parties acknowledge and agree that Consultant may engage the following external expertise to perform portions of the services under Consultant's direction: Assistant Chief Shunta Boston, Superintendent Robert Lowe, Dr. Theron Bowman, and Christine Cole (collectively, the "Permitted Contractors"). Consultant may engage additional Permitted Contractors to work on the Project only with the City's prior written consent. Except with respect to the Permitted Contractors, 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 Dr. Katie Zafft (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 and Permitted Contractors 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 (collectively, "Information") will be confidential and will not be released by Consultant to third parties other than Permitted Contractors without prior authorization from the City. The foregoing restrictions will not apply to Information that (i) was a matter of public knowledge before it was given to Consultant, (ii) became a matter of public

knowledge after it was given to or prepared by Consultant through means other than an unauthorized disclosure by Consultant, or (iii) is required to be disclosed to comply with applicable laws or regulations or the order of a court or other governmental body.

- c. Consultant agrees that all work created by Consultant for the City (“Work Product”) is a “work made for hire” and that the City shall own all right, title, and interest in and to the Work Product, including the entire copyright in the Work Product (“City Property”). Consultant further agrees that to the extent the Work Product is not a “work made for hire” Consultant will assign to City ownership of all right, title and interest in and to the Work Product, including ownership of the entire copyright in the Work Product. 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 Product. Consultant represents and warrants that the Work Product created or prepared by Consultant will be original or the subject of required third party consents and will not infringe upon the rights of any third party, and Consultant further represents that the Work Product will not have been previously assigned, licensed or otherwise encumbered. In the event that any Work Product is not assignable by Consultant to the City, Consultant hereby grants to the City a perpetual, irrevocable, worldwide, transferable, sub-licensable, non-exclusive license to copy, edit, distribute, and otherwise use such Work Product and any derivative works based thereon for any purpose without permission of, or additional compensation to, Consultant. To the extent that any Work Product is a derivative work based on works owned by Consultant or its licensors, nothing herein shall be deemed to transfer ownership of such underlying works to the City, and Consultant shall be deemed, instead, to have licensed such underlying works for use by the City and its sub-licensees on a non-exclusive basis as part of such derivative works. Likewise, if Consultant provides the City with any materials that have not been or are not created or customized specifically for the City, Consultant will retain all of its rights in such materials and will be deemed to have licensed such materials to the City on a non-exclusive basis as aforesaid. In addition, Consultant’s administrative communications, records, files, and working papers related to the services performed hereunder and not incorporated in the Work Product shall not be deemed to be Work Product and are and shall remain the sole and exclusive property of Contractor. Notwithstanding the forgoing, all documents, documentation, information and

data that is subject to this Agreement shall be governed by the provisions of Minnesota Statutes, Chapter 13, the "Minnesota Government Data Practices Act."

- 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 reasonably 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 reasonably deem necessary, upon reasonable advance notice, there shall be made available to the City for examination, all of Consultant's records with respect to all matters covered by this Agreement. Upon reasonable advance notice, 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, 2023, 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:** City of Duluth  
Duluth Police Department  
2030 North Arlington Ave  
Duluth MN 55811  
Attn: Interim Chief Laura Marquardt

**Consultant:** Community Resources for Justice, Inc., through its  
Crime and Justice Institute  
355 Boylston Street  
Boston, MA 02116  
Attn: Martha Gilford, Contracts and Fiscal Manager

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

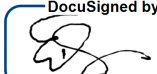
It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall 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 on the date of attestation shown below.


**CITY OF DULUTH-Client**

DocuSigned by:  
By:   
36F2E826ED714AA...  
Mayor

Attest:  
DocuSigned by:  
By: Ian B. Johnson  
EE9D2CA1AA9F42B...  
City Clerk

Date: 9/14/2022

**COMMUNITY RESOURCES FOR JUSTICE, INC through its CRIME AND JUSTICE INSTITUTE**

DocuSigned by:  
By:   
E49CCC06893B47D...

Its: President & CEO  
Title of Representative


Date: 8/22/2022




**Countersigned:**

DocuSigned by:  
  
5DCC8A80GCFE4D1...  
City Auditor

**Approved as to Form:**

DocuSigned by:  
  
8EC1186A320645B...  
City Attorney

**APPENDIX A - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP22-AA11  
Professional Services to Perform a Racial Bias Audit**

<b>Bidder Information:</b>	
Bidder Name	The Crime and Justice Institute, a division of Community Resources for Justice, Inc.
Mailing Address	355 Boylston Street Boston, MA 02116
Contact Person	Katie Zafft
Contact Person's Phone Number	612-670-6202
Contact Person's E-Mail Address	kzafft@cjinstitute.org
Federal ID Number	04-3461434
Authorized Signature	
Name of Authorized Signer	Christine M. Cole
Title of Authorized Signer	Executive Director and Vice President





## Proposal to the City of Duluth Minnesota for Professional Services for Racial Bias Audit (RFP Number 22-AA11)

The Crime and Justice Institute (CJI), a division of Community Resources for Justice, Inc., is a Boston-based, 501(c)(3) corporation. We are enthusiastically submitting a response to the request for proposals (RFP) designed to conduct a racial bias audit of the Duluth Police Department. CJI submits the following proposal in response to the City of Duluth's RFP, *Professional Services for Racial Bias Audit*. CJI's process for carrying out the proposed work capitalizes on an assembled team of experts to engage with the community and the Department to provide a holistic and comprehensive assessment of Department operations and interactions with community with respect to the concerns raised about racial and ethnic disparities in police practices. A description of our team is provided in the attached Statement of Qualifications and represents a multi-disciplinary and diverse approach to the proposed work, capitalizing on our personal and professional experience and backgrounds to offer the City a well-rounded assessment of the issues of concern.

Our approach to this assessment focuses on deep engagement with members of the Department and members of the community, separately and together, to fully assess present concerns and how they have been historically addressed. Our team will review and assess existing data, policies, and procedures to develop a comprehensive understanding for the Department's strengths and challenges with respect to equitable policing practices. Our team's experience with similar assessments in large and small jurisdictions across the country brings forward best practices to provide recommendations to the Department and the City that drive transformative improvements to police operations and community relationships.

The CJI team envisions the proposed work will be accomplished using a variety of assessment methods including document reviews, data analysis, camera footage review, interviews and focus groups, web-based survey delivery and analysis, and accessible public meetings in a variety of formats. Ongoing and frequent communication with stakeholder groups will allow us the opportunity to engage with the proposed work to produce deliverables impactful to the Department and the community.

### Proposed Activities for Scope of Services

The RFP calls for a Scope of Services along eleven items that we consider to be three distinct areas of work: Department operations, Department interactions with community, and the role of the Duluth Citizen Review Board (DCRB). Within each item in the Scope of Services we offer a description of the assessment activities our team proposes. The Statement of Qualifications document provides information about which team members will focus on which areas to leverage individuals' unique expertise and background. We propose the following summary of professional services to accomplish the scope of work:

- Document reviews including policies, directives, reports, and other relevant documents,
- Analysis of police data and video reviews,
- Interviews with key members of the Duluth Police Department, including command-level staff,



- Officer focus groups with questions related to training, department culture, and attitudes towards members of the Duluth community. Focus groups will be separated by rank, gender, and race/ethnicity and completed on shift,
- An anonymous officer survey to assess department culture and attitudes about the concept of racism and racial bias in policing,
- Interviews or focus groups with leaders and members of BIPOC community organizations, community members, community members who have filed police complaints, and members of the DCRB, and
- A community survey regarding the DCRB, the police complaints review process, and community member attitudes towards police.

Our approach offers a comprehensive assessment of each item in the Scope of Services using our team's expertise and a range of methodologies to provide high-quality and impactful recommendations to the DPD and the City of Duluth. Each item in the Scope of Services is listed below along with the activities proposed to accomplish each assessment.

***(1) "Assess recruitment, hiring, and personnel practices."***

- Document review of policies, training materials, and hiring materials.
- Observation of relevant training and/or interviews with training instructors.
- Interview relevant staff involved with recruiting and retention activities.

***(2) "Assess the types of bias and interracial relations trainings DPD staff has received and their effectiveness for DPD staff."***

- Officer focus group questions to assess attitudes towards relevant trainings and to assess culture of the Department. Focus groups will be separated by rank, gender, race/ethnicity to the degree possible.
- Interviews with training staff to assess any feedback on trainings from their perspective or patterns in feedback from training participants they may have collected via post-training surveys.
- Web-based anonymous survey of members of the department based on criteria put forward in the RFP (2.e.i-v) regarding department culture, attitudes towards the racial bias audit, and officer attitudes regarding racism as a concept.

***(3) "Assess the DPD's response to calls from BIPOC communities and those BIPOC communities' appraisals of the City's response to those calls, as well as a general evaluation of these two groups' attitudes toward each other."***

- Document review of policies, directives, and resource allocation of the Department's community engagement initiatives and diversity, equity, and inclusion staff with respect to BIPOC-focused initiatives.
- Interviews with Department staff working on community engagement and public information officer(s) communication with BIPOC community members.
- Interviews or focus groups with leaders and members of BIPOC organizations to assess attitudes towards the Department's efforts to engage with their communities.
- Officer focus group questions relevant to gaining an understanding for the degree to which racial tensions in the community interact with their day-to-day work. Focus groups will be separated by rank, gender, race/ethnicity to the degree possible.



**(4) "Assess how the DPD evaluates reports of suspicious or criminal activity for possible racially motivated fabrications and/or exaggerations."**

- Officer focus group questions to assess officers discerning motivations of citizen reporting that may be driven by racial bias. Focus groups will be separated by rank, gender, race/ethnicity to the degree possible.
- Interviews with DPD staff that may evaluate suspicious or criminal activity prior to officer arrival and/or supervisors who evaluate officer response.
- Document review of trainings focused on department directives relevant to citizen reporting.

**(5) "Assess how DPD gathers and interprets data."**

- Document review of policies, directives, presentations, and internal or external reports the Department has regarding race and ethnic breakdown of stops or other police-initiated interactions with the public.
- Review of the degree to which the Department makes available to the public in data dashboards or other formats relevant to quantity and quality of interactions between police and members of the community.
- Review and assessment of the Department's data collection systems to evaluate the reliability and availability of data elements necessary to evaluate race or ethnic disparities in police activities.
- Interviews with Department command-level, information technology, and data analyst staff to map how the department uses data to inform decision making.

**(6) "Assess the impact of enforcement actions on BIPOC communities using scientifically valid methodology and benchmarks, while keeping in mind what percentage of the population of Duluth is made up of BIPOC communities and individuals (African Heritage, Indigenous, etc.)."**

- Data analysis, to the extent data are reliably available, of the elements detailed in RFP (6.a – 6.b) regarding vehicle and pedestrian stops. A methodology review process will be developed prior to analysis to ensure acceptability from all relevant stakeholder groups.
- Methodology for benchmark analysis will be consistent with scientifically rigorous standards used in peer reviewed research and among investigations of racial bias in police patterns and practices used in state and federal audits. Benchmarks and statistical approaches used in the analysis will be appropriate for the unique circumstances of the Duluth community and will appropriately account for relative risk for police interactions.

**(7) "Assess the DPD's protocol and practices toward their response to civil disturbance."**

- Document review of Department policies, directives, and training related to civil disturbances.
- Interviews with relevant command staff regarding preparation for and responses to recent civil disturbances.

**(8) "Assess DPD's protocol and practices in interactions with immigrant and refugee populations."**

- Interviews with community leaders or organizations serving immigrant and refugee populations.
- Document review of Department policies, directives, and training related to interaction with non-English speaking individuals and individuals without state or US identification.
- Assessment, based on available Department data, of patterns or trends in the referral of individuals to immigration enforcement agencies and whether such referrals met applicable local, state, and federal legal guidelines.



**(9) Assessment of the Duluth Civilian Review Board (DCRB)**

- Document review of the DCRB charter, public communications, and/or annual reports for the past 5 years.
- Interviews with DCRB current and recent past members to assess current functions, strengths and challenges, and processes for reviewing complaints and facilitating transparency in DPD operations.
- Interviews with DPD staff that interact regularly with the DCRB to assess interaction and collaborative capacity.
- Community survey or focus groups of members of the community to assess community awareness and perception of the DCRB and understanding of its functions. In addition, assessment of community awareness and perceptions of the complaints process.
- Comparative assessment of DCRB to best practices in other civilian review boards.
- Interviews with a sample of individuals who have filed complaints in the past year to assess satisfaction with the complaints process and perceptions of procedural justice.

**(10) "Assess and evaluate in-car camera data. Does the data provide any information of bias activities to include patterns of behavior and language?"**

- A sampling methodology and assessment instrument will be developed using a methodology review process prior to analysis to ensure acceptability from all relevant stakeholder groups.
- Review of in-car camera data based on agree-upon assessment instrument.

**(11) "Assess and evaluate the DPD's process of documenting, investigating, and adjudicating officer use-of-force incidents. Is there public transparency and access to this process?"**

- Observation of meetings of a force review board if DPD has such board and/or interviews with board members.
- Document review of Department policies, directives, and data regarding use of force incidents, including force review processes such as force investigation units or force review boards.
- Assessment of publicly available use of force information the Department maintains and affirmatively shares and how the Department responds to community requests for information.

**Deliverables**

The costs by deliverables are presented in a separate budget summary. We propose the above Scope of Services fit within the following deliverables, as presented in the RFP:

Deliverable #1: Scheduled updates to the DPD and the Racial Bias Audit Team (RBAT). This deliverable represents general project management engagement and is anticipated to occur monthly or at a frequency determined by DPD, RBAT, and the CJI team. The CJI team is uniquely positioned to provide timely updates and be responsive to the needs of stakeholders as the project manager resides locally.

Deliverable #2: Draft report review process with DPD and RBAT. Final report on the status of Scope of Services 1-11, including recommended timeline for implementation of recommendations and recommendations for trainers or training coordinators to provide ongoing support. The CJI team considers this set of deliverables to be the major component of the scope of work and proposes to accomplish this deliverable within 9 months of beginning the engagement with the City of Duluth.

Deliverable #3: Post-report engagement with DPD, RBAT, and presentations to community stakeholders. The CJI team views the post-report engagement to be an important part of the assessment process and proposes to devote the final three months of the engagement with the City of Duluth on communicating



findings to stakeholders and facilitating work sessions with DPD and the RBAT to ensure successful and meaningful next steps to implement recommendations.





## Statement of Qualifications

### History and Description of CJI

The Crime and Justice Institute (CJI), a division of Community Resources for Justice, Inc., (CRJ) is a Boston-based, 501(c)(3) corporation. CRJ's mission is to change lives and strengthen communities by advancing policy and delivering services that promote safety, justice, and inclusion. CJI strives to bridge the gap between research and practice with data-driven solutions that drive bold, transformative improvements throughout justice systems, with teams working from the front of the system in policing, to the back of the system in reentry. CJI works with local, state, tribal, and national organizations, and government agencies, providing nonpartisan policy analysis, implementation consulting, capacity-building assistance, and research services to advance evidence-based practices and create community-level change.

CJI brings a unique and robust breadth of experience to the proposed work, with experience across a variety of justice-focused legislative, implementation, and assessment work. CJI's policing team brings demonstrated experience conducting policing-related research and assessments and providing technical assistance. The team assembled for the proposed work has direct educational backgrounds and real-world experience with racial equity in law enforcement, as well as on-the-job experience leading change in police agencies of similar size to Duluth. Our team includes high-quality law enforcement professionals who have experience leading change from within agencies focused on transformative self-improvement. CJI's policing team brings forward shared learning derived from multiple agencies across the country and from multiple perspectives from within police departments to external technical assistance or oversight roles.

CJI has always been a remote organization, supporting staff working from their own communities across the country. The project manager for the proposed work, Dr. Katie Zafft, lives in Duluth and can drive the work with a local lens and local presence. CJI's history as a remote workforce positions us well as a team well-versed in virtual platforms and facilitation of virtual meetings. We can participate in meetings on any major virtual platform of choice and can host meetings using Zoom or Microsoft Teams. We prefer Microsoft Teams as the most secure option for the proposed work.

Our team works with consulting partners that have extensive law enforcement backgrounds focused on advancing equitable policing. CJI has served successfully as a collaborative partner with numerous police agencies to identify challenges and help craft solutions that are reflective of a department's goals and responsive to a community's needs. CJI's team is very familiar with police department structures, operations, staffing, and data systems. We understand how policies and trainings can be mechanisms for positive changes in practice. One of our stated core values in all our work is that we acknowledge racial inequities in justice systems and are committed to using data to raise these issues and work with our partners to find solutions that improve equity.

Currently, CJI is engaged with several police departments and municipalities to assess current patterns and practices and develop strategies that incorporate community needs. For example, CJI is developing



and examining outcome measures for two police departments under consent decrees (Cleveland and Baltimore). Our work in those cities involves assessments of training, use of force, case investigation, stops, searches, and arrests; all with respect to whether policing practices meet constitutional standards and address equitability in policing with respect to race, ethnic, and socioeconomic disparities. We also conduct officer focus groups to assess officer attitudes about community engagement, training, policies, and department operations. CJI serves as the independent consultant for the City of Milwaukee as it works towards compliance with a court-ordered settlement agreement related to racially disparate policing and is performing statistical analyses to monitor the constitutionality of MPD's stops and frisks and the extent to which there are race or ethnic disparities in policing practices. CJI is working on a project with the Aurora Police Department (Colorado) to revise their use of force policies and training and make recommendations on improved collaborative engagement with community partners. CJI is also working with the Philadelphia Police Department to implement a neighborhood policing initiative to realize the Department's strategic goals for co-produced, problem-solving policing. Finally, CJI is working with the Cambridge (Massachusetts) Police Department to review historical data on citations, warnings, and arrests to develop a deeper understanding of demographic disparities that may be present in their stop outcomes. Over the years, CJI has been involved in evaluation efforts with the Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS) and its Collaborative Reform Initiative.

#### **The CJI Team**

**Dr. Katie Zafft** will serve as the project manager and primary contact person for the proposed work. Dr. Zafft currently resides in Duluth, a beneficial aspect of the CJI team's ability to engage with the scope of services continuously and seamlessly. While the work is anticipated to ebb and flow, Dr. Zafft is committed to the proposed work at 20 percent over the 12 months, averaging eight hours per week to coordinate the efforts for Scope of Services 1 through 11, communicate with key points of contact in the City, and lead the development of deliverables focused on data analysis (Scope of Services 5 and 6) and community engagement efforts (Scope of Services 9). She has over 10 years of experience working on justice system policy evaluation, assessment, and implementation of reform efforts at the local, state, and federal levels. Dr. Zafft manages CJI's policing and reentry-focused efforts to advance positive changes in support of fair and equitable practices that directly impact the safety of all communities. She is committed to advancing better justice systems by developing strong foundations for data-driven decision-making because it leads to better policing and more equitable practices. Her work at CJI has focused on analyzing racial disparities in policing and leading our community engagement strategies in collaboration with police departments and city governments. In addition to over six years of teaching and facilitating discussions in small and large courses in criminology, criminal justice, and sociology at the college level, Dr. Zafft has led officer and community focus groups and web-based surveys to assess attitudes and beliefs, qualitatively and quantitatively, regarding policing practices and police-community trust. She has extensive project management experience coordinating internal staff, subject matter experts and business partners to manage complex work within defined timelines. In her previous community in Maryland, Dr. Zafft was a member and President of a police chief's advisory board, similar to Duluth's Citizen Review Board, and brings that collaborative community experience with her when engaging on projects that involve a community focus. She holds a Ph.D. in Criminology and Criminal Justice from the University of Maryland, a master's degree in Criminology from the University of Minnesota-Duluth, and a Bachelor of Arts in Psychology from St. Catherine's University in St. Paul, Minnesota.

**Assistant Chief Shunta Boston** is a 26-year veteran in the law enforcement field and currently serves within the Sun Prairie (WI) Police Department. She is a Milwaukee native, from a diverse neighborhood,



and brings her own experience growing up with a strained relationship with the police. Assistant Chief Boston adds a background in police recruitment, hiring, policy and procedure development and training. As a sergeant she was the lead on a committee with the Fire and Police Commission that determined the hiring process for the Milwaukee police Department. She partnered with an outside agency to develop a written test and oral review questions inclusive to all demographics, was on the debriefing team following the hiring process, and served as a member on the oral review panels. As a lieutenant she worked to develop a robust promotion process in Milwaukee where she recommended changes to recognize and reduce bias in the review process. Assistant Chief Boston has experience with policy and procedure development, training development, and development of accountability measures.

Assistant Chief Boston's current role with the Sun Prairie (WI) Police Department is to oversee recruitment, hiring exams (written and oral), professional development and the Department's training all with a focus on revising, developing, and implementing policies and procedures and testing measures that do not exclude diverse candidates. Her role is to identify blind spots and processes that perpetuate systemic injustice. She is well-suited to assessing current department operations, interviewing department personnel, and reviewing DPD interactions with community and provides a wealth of experience using data-driven and evidence-based approaches to drive transformative change from within police departments. Assistant Chief Boston's work with the CJI team, averaging about 20 hours per month, will be focused mostly on assessment of police department operations (Scope of Services 1,2, and 4).

**Superintendent Robert Lowe** has over 20 years of public safety experience in the City of Cambridge, Massachusetts, with more than a decade of supervisory experience including five years of command-level leadership, currently serving as a Superintendent of the Operations Division. Superintendent Lowe obtained a Juris Doctorate to acquire a deep understanding of criminal law and procedure, contract law, and employment law. He is currently pursuing a Doctorate in Education, in leadership and innovation, to learn efficient methods to design, implement, and manage organizational change. Superintendent Lowe's research focuses on implicit bias in policing and exploring strategies to interrupt its impact. He holds and acts on his firm belief in building trust and legitimacy, with internal and external stakeholders, to establish and strengthen relationships with the community. This belief is grounded in reducing crime and fear of crime through substantial and genuine community engagement. Superintendent Lowe has extensive experience engaging with vulnerable populations, leading an effort in Cambridge to support stability for those that are unhoused. He serves as the Police Department's liaison to the City's Human Rights Commission and the Peace Commission to support the BIPOC community. Superintendent Lowe is available for up to 10 hours per month on average for the proposed work. In addition to contributing to the full Scope of Services, he will be focused on assessing DPD's personnel practices, training, interaction with special populations in the community, and evaluation of recorded police-community interactions (Scope of Services 1, 2, 8, and 10).

**Dr. Theron Bowman** is a policing professional that works with CJI for his subject matter expertise in police leadership and has a long history with a wide range of municipalities to assess ways departments can improve policing practices. Dr. Bowman is anticipated to serve as an advisor for the full scope of work but specifically will contribute to assessing how well the City and DPD have answered community concerns about racially biased policing, responses to civil disturbances, and use of force (Scope of Services 3, 7, and 11). He is a police and city management professional and consultant with more than 30 years of experience leading and managing some of the most complex and sophisticated police and public safety operations in the world. In addition to 30 years with the Arlington (TX) Police Department, Dr. Bowman's consulting experience includes serving as a Federal court-appointed monitor; police



practices expert and investigator on use of force, internal affairs, misconduct complaints, community policing, bias-free policing, stops, searches and arrests; and recruitment for the U.S. Department of Justice in several jurisdictions. He earned a Ph.D. in urban and public administration from the University of Texas at Arlington and has more than 25 years' experience teaching college and university courses. His experience also includes international policing, community affairs, workforce diversification, public finance, construction oversight, policing strategies, technology, and inspections and accreditations. He has written extensively on policing topics for industry publications and is a graduate of the FBI National Executive Institute and the FBI National Academy. Dr. Bowman is committed to engaging with the scope of services as need for up to 40 total hours.

**Christine Cole** has 35 years of experience working with police and community, primarily to get groups working together to make sustainable change in the quality of their relationship. Ms. Cole is currently the Executive Director of the Crime and Justice Institute, where in addition to overseeing a staff of 50 she is focused on police oversight and accountability and police-community engagement to increase trust and legitimacy. She provides technical assistance to police agencies across the country. Ms. Cole currently serves on consent decree monitoring teams in Cleveland (OH) and Baltimore (MD), providing technical assistance to advance reform efforts focused on policing that meets constitutional standards and equity in police practices. She also serves in a key role in CJI's Milwaukee work to translate results of compliance reviews to city leadership, including the police oversight body, command staff within the Milwaukee Police Department, elected officials, and the Community Collaborative Commission.

Prior to her role at CJI, Ms. Cole served as the Executive Director of the Program in Criminal Justice Policy and Management at Harvard Kennedy School. While there she facilitated the Executive Session on Human Rights with Criminal Justice leaders. Ms. Cole is one of three authors of the often-cited 2008 study of the Los Angeles Consent Decree. She has worked in police agencies in Massachusetts as a Community Liaison/Policy Advisor and later as Director of Business and Technology. She also served as Chief of Staff for the Secretary of the Massachusetts Executive Office of Public Safety, the governor's policy advisor for criminal justice and homeland security. As victim advocate, Ms. Cole often built bridges and relationships of trust between those most victimized and the police. Ms. Cole has presented and taught to audiences in the US and abroad on community corrections, police-community engagement, coordinated crisis response of government agencies and linking safety and justice reform to good governance. Ms. Cole's academic credentials include a Bachelor of Arts degree in Human Development from Boston College, a master's degree in Social and Community Psychology from the University of Massachusetts Lowell, and a master's in public administration from Harvard Kennedy School.

Ms. Cole's extensive history bringing community voices forward to inspire and guide transformative change within police departments makes her uniquely suited to engage with the proposed work focused on assessing DPD's interaction with BIPOC communities, facilitating focus groups with officers, assessing the DCRB, and guiding strategy session with DPD and the RBAT to develop a viable implementation plan forward. Ms. Cole will commit to up to 40 total hours for the duration of the proposed work.

**Joanna Abaroa-Ellison** began her career working in law enforcement and corrections primarily in data and research capacities. Joanna focuses her time at CJI on policing projects, working to bring data-driven policies and practices to law enforcement approaches. Her primary project at CJI is with our work in Milwaukee, conducting data analysis focused on data quality and completeness as well as providing technical assistance to the police department and the city's fire and police oversight commission to develop audit and complaint tracking mechanisms. She is passionate about reducing harm and racial



disparities among those impacted by justice systems. Prior to her work with CJI, Ms. Abaroa-Ellison served as the Data Integration Specialist and Research Analyst at the Middlesex Sheriff's Office (MA). There, she was able to extract, analyze, and visualize data as well as build capacity for implementing data-driven practices and policies. She holds a BA in Criminology from the University of Pennsylvania and an MSW in Macro Social Work from Boston College. Ms. Abaroa-Ellison will be committed to the full scope of services in a supportive role and is anticipated to contribute approximately 25 percent of her time, averaging four hours per week for the duration of the contract.

As detailed in the above biographies, CJI's team ensures a multi-disciplinary approach to the proposed work that balances law enforcement expertise with a focus on racial equity in policing practices. Shunta Boston's career focus has been to address racial disparities in policing from within police agencies through creation of robust training for officers that adequately addressed historical roots of racial bias in policing, serving as a role model to officers for how to engage with BIPOC communities with a fair and impartial mindset, and developing processes that promote equity and inclusion in recruiting, hiring, and promotion while holding officers accountable when they fail to serve the community with integrity. Rob Lowe adds experience from his career in policing at the Cambridge Police Department and working with community engagement and at-risk populations. He is also an attorney and in the last months of completing a doctorate degree in leadership and innovation, with a research focus on organizational change and implicit bias in law enforcement. Theron Bowman's career in law enforcement and second career assessing departments for their adherence to equitable and constitutional policing practices provides balance in understanding police organizations within the context of the need for police reform. Katie Zafft and the other CJI staff working on this project have educational and work experience specifically focused on how to assess and address inequity in policing that empowers departments to improve and communities to collaborate as change agents. One of the core values CJI embodies in all our work is an acknowledgement of racial inequity in justice systems and a commitment to using data to raise these issues and work with partners to find solutions that improve equity.

### **Working with Communities**

The CJI team has diverse experience engaging with BIPOC communities as researchers, technical assistance providers, volunteers, and as sworn and civilian members of police agencies. CJI's current work with Aurora Colorado focuses on building recommendations for revised use of force policies that reflect the needs of the department and the community. Katie Zafft is the project manager for the Aurora work and Christine Cole serves as a subject matter expert to help the Department build a direct community focus in department decision-making and as a facilitator for community conversations. Aurora is a racially and ethnically diverse community with BIPOC residents comprising nearly 40 percent of the population (primarily Black, Latino, and Asian communities), including a growing refugee population from Nepal, Ethiopia, and Eritrea. Our approach to providing Aurora with recommendations for policy change has been to engage with members of the department through officer focus groups, gaining an understanding at each level of the organization what the expressed needs are for development of more robust guidelines for use of force. At the same time, we have engaged with the Aurora community by holding open public meetings and work sessions to hear from community leaders, interested members of the community, and specifically youth impacted by police in a historically Black neighborhood. One work session involved facilitated small group discussions with community members and officers from the Aurora Police Department together at the table (in person and virtually) to discuss the core values they would like to see reflected in a revised use of force policy. In our experience, such discussions work to build bridges between community members and officers in ways that moves contention into collaboration and collective understanding. The focus then is not on one group listening



while the other group shares information but approaching a topic with a collaborative goal where both groups can tangibly see their voice in the final product.

Katie Zafft and Rob Lowe are currently assisting the Philadelphia Police Department pilot an effort called the Neighborhood Policing Initiative in three districts. This effort focuses on reorienting police operations to build stronger lines of communication between officers in defined geographic areas and community members that live in those neighborhoods to collaborate on how to solve public safety issues residents are most concerned about. This work requires ongoing community and officer surveys to measure the impact of the initiative over time and focus groups to help community members define what successful policing looks like to them. While Philadelphia is a much larger city than Duluth, CJI's work is focused on the neighborhood level in small and defined geographic areas. Like most large cities, the needs of each neighborhood vary widely, and interventions must be tailored to each community's strengths and challenges. We bring this local and individualized focus to our work to assess the strengths and challenges of communities to provide police agencies with recommendations for action steps that will be most effective to meet the community's goals.

A final example of CJI's ability to work with and for BIPOC communities involves our work with Milwaukee as an independent consultant in their Settlement Agreement regarding racial and ethnic disparities in policing practices. Our team assesses compliance with the terms of the Agreement and conducts data analysis to identify progress toward equitable and constitutional policing practices. Christine Cole leads CJI's team to drive high-level conversations with local leaders on what our findings mean and how the city can move forward in impactful ways. Katie Zafft leads the data analysis for the Milwaukee work, developing robust analysis methodologies to measure racial disparities in traffic and pedestrian stops and frisks. Along with Theron Bowman, she samples stop data and videos to assess adherence to constitutional policing standards in establishing individualized, objective, articulated reasonable suspicion for the stop and frisks if they occur. We assess adherence to these standards by race and ethnicity, and review body worn camera footage to assess whether officers engage in undocumented police actions. Shunta Boston worked with the CJI team from inside the police department to develop training and accountability measures necessary to accomplish compliance with the Settlement Agreement and to be responsive to community calls for focus on more equitable policing. Our regular and frequent public reports provide the community with information about progress made toward compliance and inspire ongoing focus among city leadership to address continued racial disparities.<sup>1</sup>

#### **CJI Business Integrity Practices**

As a division of Community Resources for Justice, Inc., the Crime and Justice Institute maintains a 501(c)(3) status and is authorized to do business in Massachusetts and many other states throughout the country. While CJI has not yet engaged in work within Minnesota, we have applied for a Certificate of Authority with the Minnesota Secretary of State and expects to obtain status to do business in the state without issue. Included within our proposal documents are our proof of 501(c)(3) status and the completed application for the Certificate of Authority. If chosen to move forward with a contract, we will be able to provide the certificate prior to contract submittal. Also provided in the proposal materials is a Certificate of Good Standing in Massachusetts, as evidence for our organization's current business integrity. In addition, state and federal funding partners routinely audit CJI programs. The US Department of Justice, Bureau of Justice Assistance, recently completed an enhanced desk monitoring review of administrative, fiscal, and programmatic activities on a multi-year, multi-million-dollar award

---

<sup>1</sup> <https://www.cj institute.org/city-of-milwaukee-settlement-agreement/>





without any findings. Moreover, RSM US LLP conducts the annual CRJ audit in accordance with government auditing standards and the Uniform Guidance. In a report dated December 15, 2021, for the last completed audit for the Fiscal Year ending June 30, 2021, RSM presented an unqualified opinion that all information was fairly stated in all material respects related to the financial statements as a whole. Audit results have been consistent for more than a decade.

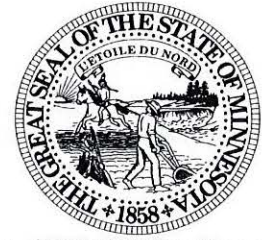
#### References

Jason Batchelor  
Deputy City Manager, City of Aurora (Colorado)  
15151 E. Alameda Parkway  
Aurora, CO 80012  
303.739.7060  
[jbatchel@auroragov.org](mailto:jbatchel@auroragov.org)

Ganesha Martin, Esq.  
Vice President of Public Policy and Community Affairs, Mark 43  
11010 Bradbury Manor Court  
Silver Spring, MD 20910  
505.306.3200  
[ganesha.martin@yahoo.com](mailto:ganesha.martin@yahoo.com)

Julie P. Wilson  
Assistant City Attorney, City of Milwaukee (Wisconsin)  
200 E Wells Street, Room 800  
Milwaukee, WI 53202  
414.286.2617  
[jwilson@milwaukee.gov](mailto:jwilson@milwaukee.gov)

**Office of the Minnesota Secretary of State**  
**Foreign Corporation or Cooperative | Certificate of Authority to**  
**Transact Business in Minnesota**  
*Minnesota Statutes, Chapter 303*



Read the instructions before completing this form.

**Filing Fee:** \$220 (\$70 for Nonprofit) for expedited service in-person and online filings, \$200 (\$50 for Nonprofit) if submitted by mail.

This Certificate of Authority has been approved pursuant to *Minnesota Statutes*, Chapter 303. By filing this Certificate of Authority, the company certifies that it has complied with the organization laws in the jurisdiction of its organization and that it has not filed previously with this office and been revoked and understands that if a filing was on record and revocation occurred this certificate of authority is null and void.

Note: A professional corporation governed under Chapter 319B must include an attachment with the following information: (This information is only required if this is a professional corporation.)

1. Statement that the Minnesota firm elects to operate and acknowledges that it is subject to *Minnesota Statutes*, Chapter 319B.01 to 319B.12.
2. List the professional service the corporation is authorized to provide under *Minnesota Statutes*, Chap. 319B.02, subd 19.
3. Statement that, to the extent it's generally applicable governing law conflicts or differs from those sections, the firm has made the necessary changes to the agreements and other documents controlling its structure, governance, operations and internal affairs so as to comply with those sections.

Note: Information provided when filing a business entity is public data and may be viewable online. This includes but is not limited to all individual names and addresses.

1. The legal name of this company in the Home Jurisdiction: (Required)

Community Resources for Justice, Inc.

2. The alternate corporate name under which the company will do business in Minnesota, if different than the legal name listed above:

**If an alternate name is used, the company certifies that its board of directors has adopted and approved the alternate name for use in Minnesota.**

3. Home Jurisdiction: (Required)

4. The name and address of the registered agent and registered office in the State of Minnesota: (Required)

C T Corporation System Inc.

Full Name of Registered Agent

1010 Dale Street North

Street Address (*A PO Box by itself is not acceptable*)

St. Paul

City

MN

State

55117

Zip

**By registering, the company irrevocably consents to service of process on it as provided by *Minnesota Statutes*, Chapter 303.13 and 5.25.**

5. This company is a: (check one)  Nonprofit Entity  For-Profit Entity

6. Check this box if this company is a Cooperative:

7. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Deborah M O'Brien

5/2/22

Signature of President, Vice-President, Sec'y, Asst. Sec'y or Authorized Agent

Date



**Office of the Minnesota Secretary of State**

Foreign Corporation or Cooperative | Certificate of Authority to  
Transact Business in Minnesota  
*Minnesota Statutes, Chapter 303*



3. (Select up to one) - Using NAICS codes below, please select the code that best describes this entity. If you believe this entity falls into more than one category, please select the category that generates the majority of the entity's revenue.

- Agriculture, Forestry, Fishing and Hunting (Code 11)
- Mining (Code 21)
- Utilities (Code 22)
- Construction (Code 23)
- Manufacturing (Codes 31-33)
- Wholesale Trade (Code 42)
- Retail Trade (Codes 44-45)
- Transportation and Warehousing (Codes 48-49)
- Information (Code 51)
- Finance and Insurance (Code 52)
- Real Estate Rental and Leasing (Code 53)
- Professional, Scientific, and Technical Services (Code 54)
- Management of Companies and Enterprises (Code 55)
- Administrative and Support and Waste Management and Remediation Services (Code 56)
- Educational Services (Code 61)
- Health Care and Social Assistance (Code 62)
- Arts, Entertainment, and Recreation (Code 71)
- Accommodation and Food Services (Code 72)
- Other Services (except Public Administration) (Code 81)
- Public Administration (Code 92)

4. (Select up to one) Is this entity a full time or part time endeavor for those primarily responsible for operating this entity?

- Full time
- Part time

5. (Select up to one) - If applicable, what were this entity's gross revenues for the past year?

- \$0 - \$10,000
- \$10,001 - \$50,000
- \$50,001 - \$250,000
- \$250,001 - \$1M
- Over \$1M

**Print**

**Reset**



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner  
  
mass.gov/dor

Letter ID: L0990403264  
Notice Date: January 11, 2022  
Case ID: 0-001-399-268



**CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**



COMMUNITY RESOURCES FOR JUSTICE I  
355 BOYLSTON ST 4TH FL  
BOSTON MA 02116

000032

***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, COMMUNITY RESOURCES FOR JUSTICE INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 11 2003

Employer Identification Number:  
04-3461434

DLN:  
17053263747043

COMMUNITY RESOURCES FOR JUSTICE INC  
355 BOYLSTON ST  
BOSTON, MA 02116-3313

Contact Person:  
ERIC J BERTELSEN ID#: 31323

Contact Telephone Number:  
(877) 829-5500

Public Charity Status:  
509(a)(2)

Dear Applicant:

Our letter dated OCTOBER 1999, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity during an advance ruling period.

Based on our records and on the information you submitted, we are pleased to confirm that you are exempt under section 501(c)(3) of the Code, and you are classified as a public charity under the Code section listed in the heading of this letter.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)



-2-

## COMMUNITY RESOURCES FOR JUSTICE INC

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

Letter 1045 (DO/CG)



COMMUNITY RESOURCES FOR JUSTICE INC

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

  
District Director

Enclosure(s):  
Form 672-C

Letter 1045 (DO/CG)



## **COST BY DELIVERABLES**

CJI collected similar and related deliverables from the enumerated list in the Request for Proposals (RFP) into three deliverables. Those deliverables are summarized below. Costs are listed by deliverable. As instructed by the RFP, reimbursable costs, which are limited to travel and costs associated with in person focus groups, are listed separately.

### **DELIVERABLE #1 (\$13,900)**

Scheduled updates to the DPD and the Racial Bias Audit Team (RBAT). This deliverable represents general project management engagement and is anticipated to occur monthly or at a frequency determined by DPD, RBAT, and the CJI team. The CJI team is uniquely positioned to provide timely updates and be responsive to the needs of stakeholders as the project manager resides locally.

### **DELIVERABLE #2 (\$168,780)**

Draft report review process with DPD and RBAT. Final report on the status of Scope of Services 1-11, including recommended timeline for implementation of recommendations and recommendations for trainers or training coordinators to provide ongoing support. The CJI team considers this set of deliverables to be the major component of the scope of work and proposes to accomplish this deliverable within 9 months of beginning the engagement with the City of Duluth.

### **DELIVERABLE #3 (\$61,020)**

Post-report engagement with DPD, RBAT, and presentations to community stakeholders. The CJI team views the post-report engagement to be an important part of the assessment process and proposes to devote the final three months of the engagement with the City of Duluth on communicating findings to stakeholders and facilitating work sessions with DPD and the RBAT to ensure successful and meaningful next steps to implement recommendations.

### **REIMBURSABLE COSTS**

- Deliverable #2 Focus Group Expenses: \$17,759
- Deliverable #3 Post Report Presentations Expenses: \$12,006

Contract No. L 30692