



Request for City Council Committee Action from the Neighborhood and Community Relations Department

Date: May 12, 2011

To: Council Member Robert Lilligren, Chair, Committee of the Whole

Referral to: City Council

Subject: American Indian Memorandum of Understanding

Recommendation: Approve the following appointments to the American Indian Memorandum of Understanding Workgroup:

1. Gretchen Musicant, Commissioner of Health
2. Janee Harteau, Assistant Chief, Minneapolis Police Department
3. Tom Streit, Director of Housing Policy and Development, Community Planning and Economic Development
4. Robert Lilligren, City Council Vice President
5. David Rubedor, Director, Neighborhood and Community Relations (Mayoral appointee)

Department Information

Prepared by:

David Rubedor, Neighborhood and Community Relations Director, 673-3129

Approved by:

Steven Bosacker, City Coordinator _____

Presenters in Committee:

David Rubedor, Neighborhood and Community Relations Director

Bill Ziegler, Metropolitan Urban Indian Directors Chair

Financial Impact

No financial impact

Community Impact

- Many People – One Minneapolis

The work of the American Indian Memorandum of Understanding (AI MOU) impacts almost every city goal. The AI MOU supports connections between the American Indian community and the City to address mutual goals around housing, safety, economic development and others. However, the most applicable City goal is "Many People – One Minneapolis".

Supporting Information

During American Indian Month in May of 2003, the City of Minneapolis and the American Indian community signed the American Indian Memorandum of Understanding (MOU). The American Indian MOU as it is now called represents a promise to develop reciprocal paths of participation and success between the American Indian community and the City. It furthers establishes a working partnership of dialogue, action and measurable results between the Metropolitan Urban Indian Directors (MUID Group) and the Mayor and City Council of Minneapolis.

The parties to this MOU acknowledge that improved communication and coordination on an ongoing basis is needed and will significantly aid the success of the American Indian population and improve city services. The parties to the MOU will work together to resolve community, organizational and local government issues that may include matters beyond local jurisdiction. Resolution of these issues needs to be a collective effort that recognizes existing community needs for responsibility, participation and reciprocity.

The work behind the MOU is developed and coordinated by a workgroup. The workgroup consists of ten members. The Mayor appoints the Workgroup Chair as a member of city government. The City Council appoints four workgroup members from city government. MUID will select five members to complete the workgroup. The committee composition shall be leaders and decision makers with the ability to address cross-cutting issues.

When the MOU was first adopted, the work group was active for a year or so but then lost momentum. The Neighborhood and Community Relations Department has revisited this document with the American Indian community and the Metropolitan Urban Indian Directors (MUID) and believe that this agreement provides a workable structure for the American Indian community and the City to work cooperatively together to address mutual goals including but not limited to housing, economic development, safety and student achievement. It also provides an opportunity to revisit a model that may be transferable to other communities.

The workgroup will create goals and objectives that shall be integrated into the business plans of key city departments. This shall include but not limited to The Office of the Mayor, City Council, Health and Family Support, CPED, Police Department, Fire Department, Civil Rights and the Coordinator's office.

The Metropolitan Urban Indian Director's group has identified the following representatives to the MOU Workgroup:

- Bill Zigler, MUID Chair & President/CEO - Little Earth of United Tribes
- Clyde Bellecourt, American Indian Movement (AIM)
- Mike Goze, CEO - American Indian Community Development Corporation
- Noya Woodrich, MUID Vice Chair & Executive Director – Division of Indian Work
- Justin Huenemann, President/CEO – Native American Community Development Institute.

These individuals represent housing, employment, public safety, health and community development interests from the American Indian community.

The workgroup will develop an annual work plan that will address the goals and objectives created through the initial stages of dialogue. The work plan will also identify the tasks and information needed to implement the "American Indian Community" MOU and issue a "State of the Community" report. A draft of the work plan will be available for review no later than 30 days after workgroup is appointed by both MUID and City Council. The work plan will include components that address improved communication

Background

The American Indian Community MEMORANDUM OF UNDERSTANDING

Between the

Metropolitan Urban Indian Directors

On behalf of the American Indian Community

&

The Honorable Mayor R.T. Rybak and The Minneapolis City Council

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by the entities that have the responsibility to support and serve the American Indian community. The MOU is hereinafter referred to as the "American Indian Community" MOU.

A. PURPOSE

The MOU promotes a sense of urgency and promise to develop reciprocal paths of participation and success. It further establishes a working partnership of dialogue, action and measurable results between the Metropolitan Urban Indian Directors (MUID Group) and the Mayor and City Council of Minneapolis. This MOU provides for:

- **Knowledge:** A community-government process of building knowledge through dialogue to better understand the integration of American Indian community thoughts, values and culture into the planning, development and stewardship of the city of Minneapolis.
- **Action:** A commitment to create community indicators with specific goals and objectives, from the knowledge gained, leading toward responsible actions in developing the American Indian community as a cultural, participatory and self-sufficient community.
- **Results:** Agreement to evaluate the efforts of the city and other stakeholders under this effort as it relates to the priorities developed by the American Indian community.

B. BACKGROUND

The American Indian community has celebrated many successes from individuals, families, organizations and community. History and culture has provided tremendous examples of thoughts, actions and deeds that have served our community progress and place in this world. However, in today's integrated society, the lack of acceptance of our worldview and collective action has created tremendous disparities in statistics and societal factors that inhibit success, participation and opportunity necessary for community development and responsibility.

Several factors require innovation and invention to engage the American Indian community. American Indians define community as a cultural space and not the generally accepted geographic definition. This has sometimes led to an inability to build broad support with elected officials whose responsibility is otherwise limited to political boundaries. Further, American Indians are represented through a government to government relationship with our Federal and State Government. However, the customary consultation and intergovernmental efforts created for American Indians usually relate only to tribes and reservations and not the entire population especially those in urban areas. This lack of political engagement and institutional knowledge has challenged the MUID group to come forward with this respectful offer to partner with the City of Minneapolis.

The MUID Group has been serving the Twin Cities American Indian community as a gathering of leadership to discuss and inform the community of organizational and

community issues for the past two decades. The focus and necessary change of this group has been one of communal support to community advocacy. The current MUID Group roster is comprised of over fifty different organizations, programs and partners from the American Indian community. Our current efforts include:

- Indian Child Welfare Act: Addressing the interpretation and implementation of ICWA in protecting the rights and well-being of American Indian children.
- Eliminating Health Disparities: Providing leadership in developing an American Indian Blueprint for improving our health through systemic change.
- Education: Working with the Minneapolis School District to reverse and improve our graduation rate.
- Community Development: MUID created the Indian NRP Plan. From initial planning to evaluation, the INRP has succeeded.

C. IMPLEMENTATION

The parties to this MOU acknowledge that improved communication and coordination on an ongoing basis is needed and will significantly aid the success of the American Indian population and improve city services. Neither the MUID Group nor the City of Minneapolis have had a shared vision to increase the quality life of American Indian individuals and community in the City of Minneapolis. The parties to the MOU will work together to resolve community, organizational and local government issues that may include matters beyond local jurisdiction. Resolution of these issues needs to be a collective effort that recognizes existing community needs for responsibility, participation and reciprocity.

C1. COORDINATION

Mechanism – The workgroup will consist of ten members. The Mayor will appoint the Workgroup Chair as a member of city government. The City Council will appoint four workgroup members from city government. MUID will select five members to complete the workgroup. All appointees will be in place within 45 days after acceptance of the agreement. The committee composition shall be leaders and decision makers with the ability to address cross-cutting issues.

Integration - The workgroup will create goals and objectives that shall be integrated into the business plans of key city departments. This shall include but not limited to The Office of the Mayor, City Council, Health and Family Support, CPED, Police Department, Fire Department, Civil Rights and the Coordinator's office.

C2. ACTIVITIES

Annual Work Plan - The workgroup will develop an annual work plan that will address the goals and objectives created through the initial stages of dialogue. The work plan will also identify the tasks and information needed to implement the "American Indian Community" MOU and issue a "State of the Community" report. A draft of the work plan will be available for review no later than 30 days after workgroup is appointed by both MUID and City Council. The work plan will include components that address improved communication.

State of the American Indian Community Report – As part of this agreement, MUID and the City of Minneapolis will put forth an annual report on the State of the American Indian Community. The workgroup will be responsible for the design and production of the report. The workgroup will collect and present pertinent data in a timely manner and on an

ongoing basis. The State of the Community Report will serve as a overview of the progress and challenges facing the community and serve as a roadmap for future action.

Evaluation – Reserved

D. ROLE AND RESPONSIBILITY OF EACH PARTICIPATING AGENCY

The annual work plan created by the working group will delineate the role and responsibility of the city of Minneapolis and the Metropolitan Urban Indian Directors. Upon the selection of the workgroup, a draft work plan will be presented to the City of Minneapolis and the Metropolitan Urban Indian Directors no later than 90 days after acceptance of this MOU.

In addition to the appointed work group members, the list of principal staff contacts for both parties will be developed as an attachment to the work plan. They are responsible for working within their respective agencies to ensure implementation.

E. MUTUAL AGREEMENTS AND UNDERSTANDINGS

1. LEGAL INTENT. This MOU does not alter or amend any existing law or regulation, and it does not create or give any party any authority or right to try to enforce the document.

2. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor funds obligating document. Any endeavor invoking reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.

3. MODIFICATION. Changes within the scope of this instrument shall be made by a mutually executed modification.

4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts any agency from participating in similar activities with other public or private agencies, organizations, and individuals. In addition, partnerships or other relationships will be documented or authorized in appropriate documents.

5. INITIATION AND TERMINATION. Any party, in writing, may initiate or terminate its own participation in whole, or in part, at any time before the date of expiration.

6. PRINCIPAL CONTACTS. The list of principal program contacts for this MOU is attached.