

JONES DAY

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COLUMBUS, OHIO 43215.2673

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DIRECT NUMBER: (614) 281-3867
YMCGEEBROWN@JONESDAY.COM

August 4, 2021

James R. Rowader
Minneapolis City Attorney
City Hall
350 Fifth Street S.
Minneapolis, Minnesota 55415

Re: Engagement between the City of Minneapolis and Jones Day

Dear Mr. Rowader:

Thank you for retaining Jones Day. We are pleased that you have sought our counsel, and we look forward to assisting you on the matter described below. This letter sets forth the scope and terms of our engagement. We are available to discuss any of these matters with you.

1. Scope of Engagement and Client Relationship

You have asked us to represent the City of Minneapolis (“the City” or “you”) in connection with the Department of Justice’s investigation into the pattern and practices of conduct by the City of Minneapolis and the Minneapolis Police Department. The scope of work for our engagement has been set forth in Exhibit A, attached hereto. Jones Day will be the primary and lead law firm in representing the City in this matter and in responding to Department of Justice’s officials. While Jones Day enjoys broad relationships involving multiple matters for many clients, we do not act as a general counsel for our clients and our work and advice is limited to the specific matters on which we are engaged. Thus our relationship may expand beyond the matters described above, but only if you and we agree to specific new or expanded engagements.

It is important to emphasize that we are entering into an attorney-client relationship only with the City. That is, unless you and we agree otherwise, Jones Day is not representing any owner, employee, parent, subsidiary or direct or indirect affiliate of the City. If you believe that the City’s personnel or any of its affiliates are unclear regarding the scope of our representation, please advise them that Jones Day does not represent them or, if you prefer, let us know so we can explain the scope of our engagement to them.

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2. Staffing

You have designated yourself as the person with the responsibility for overseeing this matter and to whom we will report. I will have primary responsibility for this matter, and will rely on other lawyers at Jones Day to work as a team as we handle the necessary work on this matter. I will be the Partner generally responsible for our overall relationship with you, including matters related to billing and staffing. Our goal is to stay in close contact with you over the course of our engagement as we seek to provide the City with timely, high quality legal services in a cost-efficient manner.

3. Potentially Adverse Representations or Conflicts of Interest; Advance Waiver

Jones Day represents many clients on a wide variety of matters in a number of different practice areas. A further description of our Firm and areas of practice is available on our website, at www.jonesday.com.

Just as you in the future may ask us to represent the City in a matter that is directly adverse to one of our other clients, it is possible Jones Day will be asked in the future to represent another client in a matter that is directly adverse to you. We want you and our other clients to be able to choose Jones Day as their counsel on matters where it is appropriate to do so. Accordingly, you agree that Jones Day in the future may represent any existing or future client in any matter (including transactions and counseling, as well as litigation or other dispute resolutions) that is directly adverse to the City. Your agreement to this waiver is based on two understandings as follows. First, Jones Day will not represent another client adverse to you in a matter that is substantially related to any of the matters that we are handling for you. Second, to the extent Jones Day does represent a client adverse to you, Jones Day lawyers or other service providers who are then working for the City will not work on that adverse matter for that other client and we will take steps to ensure that your confidential information is not shared with our lawyers or other time keepers involved in that adverse matter.

You also confirm that your agreement to this prospective waiver is voluntary and that you intend for it to be effective and enforceable and for Jones Day to rely upon it.

4. Compensation and Disbursements

Generally, our fees are determined by the time devoted by each lawyer or other timekeeper involved in the engagement and the hourly billing rates assigned to each such person. Our hourly rates are revised periodically, and we may revise them from time to time during the course of our representation of the City. Our minimum billing increment for this matter will be 1/10th of an hour.

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For this matter, we have agreed to a 30% reduction in our hourly rates for all time keepers, with a budget cap of \$1 million. Our current hourly rates as of the date of this letter, and after the application of the 30% discount, are as follows:

Richard Deane:	\$892.50
Jordan Matthews:	\$700
Yvette McGee Brown:	\$770
Partner:	Between \$750 & \$1,000
Of Counsel:	Between \$700 & \$750
Senior Associate:	Between \$500 & \$700
Associate:	Between \$300 & \$500

In matters that entail extraordinary risks, efforts or results, the Firm may request that the City pay a supplemental fee in addition to our billings based on hourly rates to account for such risks, efforts or results.

In addition to our fees, we expect the City to defray direct costs and expenses incurred during our representation. A description of our Disbursements and Charges Billing Policies is enclosed. Please note that although our charges for non-cash costs incurred by the Firm reflect our good faith estimate of our actual, fully absorbed, out-of-pocket costs, those estimates may differ from our actual costs. Normally, disbursements and charges will be subject to reimbursement from the City in the monthly billing cycle. In some circumstances, however, such as in the case of particularly large items, we may ask the City to pay disbursements and charges directly or in advance.

We will submit billing statements to you on a monthly basis; all statements are due and payable upon presentation. If you have any question or concern about any billing statement, we ask that you raise it with us promptly upon your rescript of the statement.

5. Audit Letter Issues

Our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of responses to requests to provide information to auditors, except when such ABA policy is clearly inapplicable.

6. Procedures upon Termination: Return of Documents; Intellectual Property

Unless earlier terminated by you or us, our attorney client relationship will end once we have completed our last assignment for you. When our attorney client relationship has ended,

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either because we have completed our last assignment or the relationship has been terminated, Jones Day will close its file numbers for the remaining matters that are open at that time. Thereafter, and if you request, we will return your property in our possession. Specifically, and consistent with our professional obligations, we will return the following categories of documents unless we agree otherwise in writing: original materials that you provided to us; final documents of legal significance; final versions of briefs and other pleadings; final legal memoranda prepared for you; and transmitted correspondence substantively related to the representation. We may charge a reasonable fee to produce those materials, whether in an electronic or hard copy format, and we may also retain copies of those materials.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to Ohio or seven years after the end of our relationship, to destroy or otherwise dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

We may retain all intellectual property and other know-how that we develop in the course of representing you, including subject matter expertise, whether or not preserved in written or electronic form. We may use that property in the course of representing our other clients, so long as none of your confidential information is disclosed.

We look forward to representing you. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Sincerely,

DocuSigned by:

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Yvette McGee Brown

Enclosure

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On behalf of the City, I agree to the terms of this letter and confirm that it accurately reflects the scope and terms of this engagement and that I am authorized by the City to sign this letter on its behalf.

Dated: 8/4/2021 Signature:  _____
Name: James R. Rowader
Title: City Attorney

Dated: 8/5/2021 Signature:  _____
Name: Erik Nilsson
Title: Deputy City Attorney – Civil



13.37

13.37



Billing Policies for Disbursements and Charges

Computer Research Services. Clients are billed actual charges for on-line computer research done in connection with specific client/matters. Clients are not charged for Bloomberg Law, Lexis or Westlaw services.

Copying. Copying charged to the client includes documents, exhibits, and other papers that are filed with a court or administrative agency; documents produced for the client at its request and/or convenience; and documents produced as may be required by other parties in relation to litigation or transactions. Clients are billed \$.20 per page for non-color photocopying and \$1.00 per page for color photocopying done at the Firm. The actual charges to the Firm for outside, third-party duplication services used for specific client matters are billed to the client. Documents required for the Firm's use only are not charged to clients.

Courier Services. The Firm utilizes an overnight "pouch" service among its offices, both foreign and domestic; clients are not charged for deliveries through the pouch service. Courier services such as Federal Express are used when the circumstances of specific client matters dictate the need for such service. Clients are billed for the actual charges to the Firm for any such courier service.

Electronic Databases. Clients are billed actual charges from the external vendor hosting services we use to store and maintain computer databases and electronic versions of such materials as court filings, transcripts, case dockets and calendars, correspondence, discovery materials, and deposition or trial exhibits. The Firm does not maintain such electronic databases internally.

Food Services. When food services are required to enhance the efficient handling of specific client matters, clients are billed the actual cost of the food and/or beverages plus the expense of the food service personnel or service providers who serve the food and/or beverages. It will be the client's responsibility to apply the deduction limitation under IRS Sec. 274(e)3 for these charges.

Messenger Services. Clients are billed for messenger services required for specific client matters at the actual rates charged by outside delivery services or the Firm's out-of-pocket expenses for bus fares, cabs, and similar items when Firm personnel are used.

Postage (U.S. Mail). Clients are not charged for postage when the amount on a particular mailing is less than \$1.00. Standard rates are billed for all postage over \$1.00 and for large mailings done on behalf of the client even when individual item postage is under \$1.00 as well as for special postal services, e.g., Express Mail, Special Delivery, and Certified and Registered Mail.

Special Services. A client and the Firm may agree that certain special services are required, in connection with a specific matter, such as litigation support, extraordinary office supplies, temporary agency paralegals, project assistants or other staffing, video/audio production services/equipment, off-site location, imaging services, off-hour HVAC and related expenses, and document production services requiring trained personnel and specialized equipment. Before the client is billed for any such services, the client and Firm must agree on the type, scope, and cost of the services.

Staff Overtime. Staff overtime costs are billed to clients only when the overtime staff services are for the convenience of the client, rather than the convenience of the Firm. In such circumstances, clients are billed for the Firm's costs of providing the staff overtime, including actual overtime compensation (and a factor for benefits expenses) and necessary meal and transportation costs.

Travel. Clients are billed for travel charges (including, for U.S. travel, a \$40.00 transaction charge covering a portion of the contracted cost of arranging air travel) incurred by Firm personnel for specific client matters. For domestic travel, we use coach fare only unless the client has authorized first or business class. We expect our lawyers to incur only reasonable meal, lodging, and other travel costs.

Other Charges. We prefer that third-party charges (e.g., consultants, court reporters, etc.) incurred on behalf of a client be billed directly to the client by the third party. If this is not possible, such charges are passed through at cost.



January 8, 2021

Jones Day
North Point
901 Lakeside Avenue
Cleveland, OH 44114-1190

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Jones Day has Professional Liability Coverage under Policy **13.37** with an annual limit of \$75,000,000 per claim and \$150,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2021 to January 1, 2022.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 
Nancy J. Montroy
Vice President – Director of Underwriting

Date: 1/8/2021

311 S. Wacker Drive, Suite 5700
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Council Action No. 2021A-0529

City of Minneapolis

File No. 2021-00735

Committee: POGO

Public Hearing: None

Passage: Jul 2, 2021

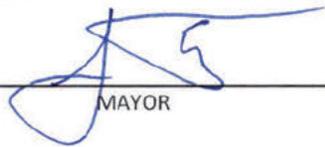
Publication: JUL 10 2021

RECORD OF COUNCIL VOTE				
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT
Bender	X			
Jenkins	X			
Johnson	X			
Gordon	X			
Cano	X			
Cunningham	X			
Ellison	X			
Fletcher	X			
Goodman	X			
Osman	X			
Palmisano	X			
Reich	X			
Schroeder	X			

MAYOR ACTION

 APPROVED

 VETOED



 MAYOR

JUL 02 2021

DATE

Certified an official action of the City Council

ATTEST:



 CITY CLERK

Presented to Mayor: JUL 02 2021

Received from Mayor: JUL 02 2021

The Minneapolis City Council hereby:

1. Authorizes a contract with Jones Day, in an amount not to exceed \$500,000 in 2021, and not to exceed \$500,000 in 2022, with a total cap of \$1,000,000, and an extension of up to four additional calendar years for any and all work performed for legal representation in matters relating to the United States Department of Justice's pattern or practice investigation into the City and the Minneapolis Police Department. All additional assistance will be provided pro bono through the duration of the litigation.
2. Waives the City's procurement processes for legal services contracts related to the United States Department of Justice's pattern or practice investigation into the City and the Minneapolis Police Department.