

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

February 3, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter for Pro Bono Representation of the City of Minneapolis

Dear Jim:

Thank you and the Minneapolis City Council for retaining Jones Day ("Jones Day" or "the Firm"). We are pleased that you accepted our counsel, and we look forward to assisting the City of Minneapolis on the matters described below.

This letter sets forth the scope and terms of our engagement.

1. Scope of Engagement and Client Relationship

You have asked us to represent the City of Minneapolis ("You" or the "City") in matters relating to labor negotiations and litigation with the labor union certified by the Bureau of Mediations Services to represent classified peace officers employed by the City, the Police Officers' Federation of Minneapolis ("POFM") and data analysis for the transforming public safety project. The scope of this engagement and our relationship with the City is limited to representing the City in the following:

(A) Labor Negotiations: legal advice and guidance related to the negotiation of a new labor agreement with the POFM. The scope of work will be limited to providing legal advice regarding labor law, collective bargaining strategy, or other legal guidance specific to issues raised during or related to labor negotiations with POFM at the request of the City Attorney or designee in consultation with the Labor Relations Director. This does not include leading negotiations for the City, attending bargaining sessions as a member of the City's management bargaining team, or otherwise participating in negotiations.

(B) Litigation: legal research, advice, trial and appellate advocacy related to police reform, specifically:

- (1) interest arbitration if the City and POFM do not voluntarily reach agreement on terms of a successor labor agreement;
 - (2) complaint investigations alleging unfair labor practices or other violations of Minnesota's Public Employment Labor Relations Act;
 - (3) written disciplinary action of Minneapolis peace officers in grievance arbitration under the POFM labor agreement and in administrative hearings under Minnesota's Veterans Preference Act or the Minneapolis Civil Service Commission Rules;
 - (4) amicus briefs and related oral argument, when the Minneapolis City Council approves filing of amicus;
 - (5) interpretation and application of the 2020 Police Accountability Act;
 - (6) interpretation of proposed legislation and assistance with drafting police reform legislation, including but not limited to legislation identified by the City Attorney's Office to the Minnesota Department of Human Rights and as barriers to building toward systemic change in policing;
 - (7) initial and continuing eligibility for licensure by the Peace Officer Standards Training Board; and
 - (8) responding to notices of application for Public Employees Retirement Association ("PERA") duty disability retirement and appealing benefits granted thereunder and under Minn. Stat. 299A.465.
- (C) Data Analytics: Conduct analysis of 911/311 call data, other co-responder models in other cities in the nation and any City-proposed alternative public safety response models. Provide a written assessment and, if requested, a presentation analyzing risks, potential liability and contract terms for such alternative public safety response models.

While Jones Day enjoys broad relationships involving multiple matters for many clients, we do not act as general counsel for 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. We are available to discuss any of these matters with you.

It is important to emphasize that we are entering into an attorney-client relationship only with the City with respect to the matters described above. That is, unless you and we agree otherwise, Jones Day is not representing any owner, employee, parent, subsidiary or other direct or indirect affiliate of the City. If you believe that the City, and specifically the Minneapolis City Attorney's Office'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.

You may terminate the Firm's representation in this matter at any time and for any reason. The Firm reserves a similar right to terminate our representation of the City, after providing you with written notice of our intention to do so, if you do not comply with the terms of this letter, or for any other reason.

2. Pro Bono Representation

Please be advised that we are representing the City pro bono. This means that the City will not have to pay us any attorneys' fees or any costs we incur while representing the City. In addition, we do not anticipate that any out-of-pocket expenses we incur while representing the City in connection with this matter will be substantial (i.e., higher than \$500) and we will not bill you for these expenses. If unexpected out of pocket costs do need to be incurred, we will expect the City to help defray the costs and will discuss this with you prior to incurring the expense.

3. Staffing

I will have primary responsibility for this matter and may rely on other lawyers and service personnel at Jones Day to work as a team as we handle the necessary work on the matter. I will be the attorney generally responsible for Jones Day's relationship with you, including matters related to staffing. Our goal is to stay in close contact with you and your designees in the City Attorney Office's over the course of our engagement as we seek to provide you with timely, high quality legal services in a cost-efficient manner. We anticipate the following attorneys from Jones Day to work on the labor negotiations and litigation defined above and provide their names at this time. Additional attorneys may be added to this team as required or requested by the City: Kevyn Orr, Brian Easley, Patricia Dunn, Don Munro and Aaron Markel (the "Jones Day Lawyers.>").

4. 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.

Jones Day cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to you. We therefore ask you to confirm that Jones Day may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions and counseling, as well as litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to Jones Day's representation of you. 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, including but not limited to representation of labor unions which represent other public employees in Minnesota. Second, to the extent that Jones Day does represent a client adverse to you, Jones Day lawyers or other service providers who are then working with you 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.

5. Procedures upon Termination; Return of Documents; Intellectual Property

Unless earlier termination by you or us, our attorney client relationship will end once we have completed our last assignment for you. At your request upon termination of the case, we will return any of your property that might be in our possession. Consistent with our professional obligations, we may keep copies of core documents and pleadings, as well as our own property relating to the matter, including lawyer work product, notes and administrative records, whether in an electronic or hard copy format. We understand that during the execution of this agreement we are performing a government function and must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to Minnesota 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 other clients, so long as none of your confidential information is disclosed.

You agree that you will defend, indemnify and hold harmless Jones Day and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this agreement. We agree that Jones Day will defend, indemnify and hold harmless the City and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of Jones Day by reason of the failure of Jones Day to perform its obligations under this agreement.

We look forward to representing you. Please sign both copies of the letter and return one copy of this letter to me 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.

Very truly yours,



Andrew M. Luger

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: February 3, 2021

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.02.03 15:14:24 -06'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021.02.12 09:08:19
-06'00'

Assistant City Attorney

Signature: Pam Fernandez Digitally signed by Pam Fernandez
Date: 2021.02.10 15:04:26 -06'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

March 23, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

This letter amends the scope of our original engagement to represent the City of Minneapolis (“You” or the “City”) in our letter to you dated February 3, 2021 (attached). Specifically Section I of the letter is amended to expand the scope of our representation to include representing the City in its response to the subpoenas issued by the Minnesota Department of Human Rights (MDHR) as part of its investigation into the pattern and practice of the Minneapolis Police Department (“Investigation”), which began in June 2020. Jones Day will work with the MDHR and its counsel to define the scope of the production, review the City’s prior collection and production in response to the subpoenas, and conduct all necessary additional collection and review of documents, data, and files responsive to the subpoenas as agreed upon by the parties. This representation will not include other aspects of the Investigation, including the City’s compliance with the June 2020 Temporary Restraining Order or interviews conducted by the MDHR in connection with the Investigation. All other terms remain the same, including without limitation the section entitled “Potentially Adverse Representations or Conflicts of Interest; Advance Waiver.”

We are delighted to continue working with the City of Minneapolis. If the above paragraph accurately reflects our discussion, please sign and return 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.

Very truly yours,

Andrew M. Luger

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: March 23, 2021

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.03.23 13:00:45 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: **Cousins, Brad** Digitally signed by Cousins, Brad
Date: 2021.03.23 17:39:29
-05'00'

Assistant City Attorney

Signature: **Fernandez, Pam D.** Digitally signed by Fernandez, Pam
D.
Date: 2021.03.25 11:37:26 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402
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ALUGER@JONESDAY.COM

August 6, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Pro Bono Representation for the City of Minneapolis in Conducting
Investigations for OPCR

Dear Jim:

Thank you for retaining Jones Day ("Jones Day" or "the Firm") on the matter set forth in Section 1 below. We are pleased to continue working with you and the City of Minneapolis ("You" or the "City") on this additional matter, and we look forward to handling this additional matter for the City on the terms set forth in this letter.

We will continue to handle the existing matters that are set forth in our Engagement Letter for Pro Bono Representation of the City of Minneapolis dated February 3, 2021, our Engagement Letter Extending Pro Bono Representations of the City of Minneapolis dated June 7, 2021, and our Engagement Letter between the City of Minneapolis and Jones Day regarding the Department of Justice investigation dated August 4, 2021. Those existing matters will continue to be governed by the terms of those letters.

1. Scope of Engagement and Client Relationship

You have asked us to expand our existing representation of the City as follows: we will be conducting independent investigations, in coordination with the Office of Police Conduct Review ("OPCR"), concerning citizen complaints alleging police misconduct by members of the Minneapolis Police Department ("MPD"). You have requested the Firm's assistance in investigating these complaints in view of the backlog of existing complaints of alleged police misconduct and the limited resources of the OPCR to investigate them. You will present specific complaints that you want the Firm to investigate, and You and we will discuss with You whether the Firm should accept the investigation of a particular complaint. As explained further below, the Firm in its discretion may decline to investigate a particular complaint. To the extent that

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You and we agree that the Firm should investigate a particular complaint, and unless we agree otherwise in a particular case, our work respecting that investigation will be as follows:

(A) Factual Investigations: the Firm will conduct a factual investigation into the complaint of alleged police misconduct, such investigation to include locating all readily accessible evidence from the initial investigation, if any, and then interviewing the complainant, the relevant police officer and any other witnesses, and reviewing recorded police communications, as well as squad, surveillance, and body worn camera videos.

(B) Investigative Reports: draft and summarize factual findings and prepare a written report for review by an OPCR joint supervisor. We understand that the joint supervisor may in her discretion adopt the written investigative report in its entirety as her statement.

We will work closely with you to identify cases that are appropriate for referral to Jones Day under this arrangement. You and we agree that the Firm is not required to accept all complaints presented by the City for investigation by the Firm, and that the Firm may decline to accept any complaint presented for investigation for any reason. To the extent that we agree to accept a particular complaint for investigation, we will confirm in a separate writing each investigation that we have agreed to accept and any particular conditions attached to that investigation. We understand, in addition, that the City may decline to present certain complaints to the Firm for investigation. For example, it is the Firm's understanding that OPCR will refer all complaints against civilian employees of the MPD, complaints involving human resources issues, and allegations that require a criminal investigation to the MPD Internal Affairs Unit and that the Firm will not handle any such investigations. Moreover, we agree that the Firm will not represent the City in any arbitration where the Firm has conducted the underlying factual investigation of the complaint of alleged police misconduct; nor will the Firm represent the City in any other issue relating to any such investigation.

To avoid any misunderstanding, to the extent the Firm agrees to accept an investigation, we agree that the Firm's assignment will be limited to the above-described factual investigation and written investigative reports. The Firm will not provide legal advice, nor will it assess witness credibility, offer opinions or otherwise reach conclusions on whether a violation has occurred, or recommend or issue any disciplinary measures. The City understands, moreover, that it is likely that no attorney client privilege or work product will attach to any investigative report, as defined above. The City further should expect that any Jones Day attorney who prepares an investigative report following an investigation of any complaint of alleged police misconduct may be deposed, for example, by a participant to any arbitration resulting from any disciplinary conduct that may ensue following that report.

While Jones Day enjoys broad relationships involving multiple matters for many clients, we do not act as general counsel for clients and our work and advice is limited to the specific

August 6, 2021

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matters on which we are engaged, as we have been doing here in specific engagement letters covering specific assignments. Thus our relationship may expand beyond the matters described above, but only if you and we agree to specific new or expanded engagements. We are available to discuss any of these matters with you.

It is important to emphasize that we are entering into an attorney-client relationship only with the City with respect to the matters described above. That is, unless you and we agree otherwise, Jones Day is not representing any owner, employee, parent, subsidiary or other direct or indirect affiliate of the City. If you believe that the City, and specifically the Minneapolis City Attorney's Office'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.

You may terminate the Firm's representation in this matter at any time and for any reason. The Firm reserves a similar right to terminate our representation of the City, after providing you with written notice of our intention to do so, if you do not comply with the terms of this letter, or for any other reason.

2. Pro Bono Representation

Please be advised that we are representing the City pro bono. This means that the City will not have to pay us any attorneys' fees or any costs we incur while representing the City. In addition, we do not anticipate that any out-of-pocket expenses we incur while representing the City in connection with this matter will be substantial (i.e., higher than \$500) and we will not bill you for these expenses. If unexpected out-of-pocket costs do need to be incurred, we will expect the City to help defray the costs and will discuss this with you prior to incurring the expense.

3. Staffing

I will have primary responsibility for the Firm's representations of the City and may rely on other lawyers and service personnel at Jones Day to work as a team as we handle the necessary work on the matter. I will be the attorney generally responsible for Jones Day's relationship with you, including matters related to staffing. Our goal is to stay in close contact with you and your designees in the City Attorney Office's over the course of our engagement as we seek to provide you with timely, high quality legal services in a cost-efficient manner.

4. 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.

August 6, 2021

Page 4

Jones Day cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to you. We therefore ask you to confirm that Jones Day may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions and counseling, as well as litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to Jones Day's representation of you. 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, including but not limited to representation of labor unions which represent other public employees in Minnesota. Second, to the extent that Jones Day does represent a client adverse to you, Jones Day lawyers or other service providers who are then working with you 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.

5. 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, 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. We understand that during the execution of this agreement we are performing a government function and must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to Minnesota 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

August 6, 2021

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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 other clients, so long as none of your confidential information is disclosed.

We are delighted to continue working with the City of Minneapolis. Please sign both copies of the letter and return one copy of this letter to me 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.

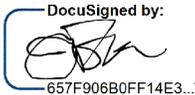
Very truly yours,

Andrew M. Luger

August 6, 2021
Page 6

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: 8/24/2021 _____

Signature:  _____

Jim Rowader

Minneapolis City Attorney

Approved as to Form
Signature:  _____

Assistant City Attorney
Signature:  _____

Director, Procurement

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“CNDA”) dated as of February 3, 2021, is between the CITY OF MINNEAPOLIS (“City”), a Minnesota municipal corporation, and Jones Day, an international law firm headquartered in Ohio (“Jones Day”).

WHEREAS, Jones Day is analyzing 311/911 call data and potential proposed alternative public safety response models for the City of Minneapolis; and

WHEREAS, the City will be sharing and receiving Confidential Information relating to the data analysis and the City desires that Jones Day maintain the confidentiality of such Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the City, and Jones Day agree as follows:

WHEREAS, the City will be providing Jones Day with Confidential Information relating to a project conducted by the Office of City Coordinator, relating to transforming public safety (the “Business Purpose”) and the City desires that Jones Day will maintain the confidentiality of such Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the City and Jones Day agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 Definition of Confidential Information. Confidential Information means any and all information not generally known to the public, and which is maintained by the City as confidential, private or non-public data pursuant to Minnesota Statutes §§ 13.02, 13.80, 13.805, 13.82, 13.822 or other statutes referenced within these statutes that relate to a Business Purpose or that not related to a Business Purpose, is disclosed during City and Jones Day discussions and is reasonably understood by Jones Day to be Confidential Information because: (i) the City has marked the information as Confidential Information; (ii) the City has indicated that the information is Confidential Information at the time that it is disclosed; or (iii) the nature of the information would lead one to conclude that it is Confidential Information.

1.2 Delivery of Information. The City may provide Confidential Information in written or other tangible form (including information in computer software or provided electronically through a securitized portal), or by oral or visual means.

1.3 Exclusions. Confidential Information does not include information that is in the public domain, information that enters the City or Jones Day independently and lawfully obtained after the effective date of this Agreement and information that is otherwise not subject to protection under the Minnesota Government Data Practice Act, federal statute or court order.

2. PROTECTION AND DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 Protection of Confidential Information. Jones Day shall use best efforts to protect Confidential Information. If the City provides paper or “hard copies,” Jones Day shall retain said pages or hard copies in a secure location with restricted access. If the Confidential Information is provided electronically in digital format, then the City will require Jones Day to maintain the Confidential Information using City security protocols and to restrict access to anyone who does not have permission to review such Confidential Information.

2.2 Legally Compelled Disclosure. Nothing herein precludes Jones Day from disclosing Confidential Information that the City or Jones Day are compelled to disclose pursuant applicable law as provided in sub-section 1.3 hereof, provided that the procedures in this sub-section 2.2 are satisfied. If the Jones Day is compelled to disclose any Confidential Information, then Jones Day will provide the City with prompt written notice thereof and cooperate with the City, to the extent the City reasonably requests, so that the City may seek a protective order or other appropriate remedy or waive compliance with this Agreement (subject in each case, to legal requirements to the contrary). If such protective order is not obtained, or if the City waives compliance with the terms of this Agreement, then Jones Day will, and furnish only that portion of the Confidential Information that is required to be furnished.

2.3 Destruction of Confidential Information. Upon the expiration or termination of this Agreement as provided in section 4 hereof, the Jones Day shall within thirty (30) days of receipt or written request from the City, either: (i) promptly return to the City all Confidential Information and any copies thereof; or (ii) verify the destruction, return or other disposition of said Confidential Information.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

Jones Day agrees and acknowledges the following: (i) the Confidential Information provided by the City to Jones Day is owned by the City; (ii) the Confidential Information contains private, non-public or proprietary information; (iii) the City has made significant effort to maintain the confidentiality of the Confidential Information; and (iv) the breach of this Agreement by Jones Day will cause significant harm to the City.

4. EXPIRATION AND TERMINATION

This Agreement will expire the termination of the agreement between the City and Jones Day underlying the Confidential Information that has been disclosed pursuant to this Agreement. This Agreement may be terminated by either the City or Jones Day upon delivery of notice pursuant to section 5 to the other Party. Upon receipt of notice of termination, the City and Jones Day will determine and carry out the destruction of Confidential Information pursuant to sub-section 2.3 hereof.

5. NOTICE

Any notice required or permitted to be given pursuant to this Agreement shall be deemed sufficiently given when delivered in person or within three business days of deposited in the mail, postage prepaid, to the address shown below, to the attention of the person indicated below on behalf of the Party to whom notice is given. The addresses and contact persons any be subsequently modified by written notice and without Amendment (per sub-section 6.6) given to the other Party in accordance with these notice procedures.

To the City: City of Minneapolis
Office of the City Attorney
Room 210
350 South 5th Street
Minneapolis, MN 55415
Attention: Jim Rowader

To Jones Day: Jones Day
Wells Fargo Center
90 S 7th Street
Minneapolis, MN 55402
Attention: Andrew Luger

6. MISCELLANEOUS

6.1 Waiver. The waiver by a Party of any breach of this Agreement by the other Party shall not be effective unless in writing. No such waiver or failure to exercise a remedy shall operate or be construed as a waiver of any other breach or the same breach on a subsequent occasion.

6.2 Severability. If any one or more provisions of this Agreement are declared void or otherwise unenforceable, such provision or provisions shall be deemed to be removed from this Agreement and tis Agreement shall otherwise remain in full force and effect.

6.3 Successors. This Agreement will inure to the benefit of each Party, as well as any successor in interest to the City or to Jones Day.

6.4 Governing Law and Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to principles of conflicts of law. Each Party irrevocably submits to the exclusive jurisdiction of any State or Federal court sitting in Hennepin County, Minnesota in any action, suit, or proceeding arising out or relating to this Agreement, and each Party agrees not to commence, or cooperate in encouraging the commencement of, any such action, suit or proceeding except in such court.

6.5 Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto.

6.6 Amendments. This Agreement may only be modified or changed by written amendment signed by authorized representatives of the City and by Jones Day.

6.7 Entirety of Contract. This Agreement and any Attachments or exhibits thereto, constitute the entire and exclusive agreement of the Parties.

6.8 Counterparts. This Agreement shall be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure Agreement as of the date first written above.

FOR JONES DAY :

By 

Its Partner

FOR THE CITY :

By  Digitally signed by Rowader, Jim R
Date: 2021.02.03 15:16:41 -06'00'

Its City Attorney

Approved as to form:

By Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021.02.12 09:01:26 -06'00'

Assistant City Attorney

By Pam Fernandez Digitally signed by Pam Fernandez
Date: 2021.02.10 15:11:59 -06'00'

Director Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 9, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

This letter amends the scope of our original engagement to represent the City of Minneapolis ("You" or the "City") in our letter to you dated February 3, 2021 (attached). Specifically Section I of the letter is amended to expand the scope of our representation to include representing the City in the context of PERA duty disability determinations, both in determining whether to take and persist in an appeal of said determination and litigating the appeal. This letter in particular relates to former Minneapolis Police Department officer 13.43 [REDACTED]. Jones Day will work with the City and its counsel to determine whether an appeal is prudent, as well as to handle all aspects of the appeal, including potential settlement, fact and expert discovery, communications with opposing counsel for the officer and PERA, and litigation before the Office of Administrative Hearings, if necessary through the contested case (evidentiary) hearing. All other terms remain the same, including without limitation the section entitled "Potentially Adverse Representations or Conflicts of Interest; Advance Waiver."

We are delighted to continue working with the City of Minneapolis. If the above paragraph accurately reflects our discussion, please sign and return 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.

Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter, Assistant City Attorney

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: April 12, 2021

Signature:  Digitally signed by Rowader, Jim
R.
Date: 2021.04.12 08:34:15 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: **Cousins, Brad** Digitally signed by Cousins, Brad
Date: 2021.04.13 10:22:46
-05'00'

Assistant City Attorney

Signature: **Fernandez, Pam D.** Digitally signed by Fernandez, Pam
D.
Date: 2021.04.13 21:55:34 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 9, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

This letter amends the scope of our original engagement to represent the City of Minneapolis ("You" or the "City") in our letter to you dated February 3, 2021 (attached). Specifically Section I of the letter is amended to expand the scope of our representation to include representing the City in the context of PERA duty disability determinations, both in determining whether to take and persist in an appeal of said determination and litigating the appeal. This letter in particular relates to former Minneapolis Police Department officer 13.43. Jones Day will work with the City and its counsel to handle all aspects of the appeal, including potential settlement, fact and expert discovery, communications with opposing counsel for the officer and PERA, and litigation before the Office of Administrative Hearings, if necessary through the contested case (evidentiary) hearing. All other terms remain the same, including without limitation the section entitled "Potentially Adverse Representations or Conflicts of Interest; Advance Waiver."

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter, Assistant City Attorney

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: April 12, 2021

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.04.12 08:35:28 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: **Cousins, Brad** Digitally signed by Cousins, Brad
Date: 2021.04.13 10:21:58
-05'00'

Assistant City Attorney

Signature: **Fernandez, Pam D.** Digitally signed by Fernandez, Pam
D.
Date: 2021.04.13 21:56:34 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 9, 2021

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Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

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Minneapolis

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter, Assistant City Attorney

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Dated: April 12, 2021

Signature:  Digitally signed by Rowader, Jim
R.
Date: 2021.04.12 08:34:52 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: **Cousins, Brad** Digitally signed by Cousins, Brad
Date: 2021.04.13 10:21:19
-05'00'

Assistant City Attorney

Signature: **Fernandez, Pam D.** Digitally signed by Fernandez, Pam
D.
Date: 2021.04.13 21:58:34 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 23, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

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Very truly yours,



Andrew M. Luger

Cc: Burt Osborne, Esq.
Enclosure

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Dated: _____

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.04.26 05:36:46 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021 04 26 15:26:34
-05'00'

Assistant City Attorney

Signature: Fernandez, Pam D. Digitally signed by Fernandez, Pam
D.
Date: 2021.04.27 10:01:20 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 23, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter, Esq.
Enclosure

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Dated: _____

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.04.26 05:36:20 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021 04 26 15:24:29
-05'00'

Assistant City Attorney

Signature: Fernandez, Pam D. Digitally signed by Fernandez, Pam
D.
Date: 2021.04.27 09:58:25 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 23, 2021

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Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

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Dated: _____

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.04.26 05:35:55 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021 04 26 15:26:06
-05'00'

Assistant City Attorney

Signature: Fernandez, Pam D. Digitally signed by Fernandez, Pam
D.
Date: 2021.04.27 10:02:31 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 23, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

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Dated: _____

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.04.26 05:35:26 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021 04 26 15:25:06
-05'00'

Assistant City Attorney

Signature: Fernandez, Pam D. Digitally signed by Fernandez, Pam
D.
Date: 2021.04.27 10:03:22 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

April 23, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

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Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

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Dated: _____

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.04.26 05:35:01 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021 04 26 15:25:39
-05'00'

Assistant City Attorney

Signature: Fernandez, Pam D. Digitally signed by Fernandez, Pam
D.
Date: 2021.04.27 10:00:18 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

May 20, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: _____

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.05.24 09:35:08 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: Cousins, Brad Digitally signed by Cousins, Brad
Date: 2021 05 24 09:53:30
-05'00'

Assistant City Attorney

Signature: Fernandez, Pam D. Digitally signed by Fernandez, Pam
D.
Date: 2021.06.08 08:57:17 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

June 7, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: _____

Signature:  Digitally signed by Rowader, Jim
R
Date: 2021.06.07 14:47:29 -05'00'

Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature: **Cousins, Brad** Digitally signed by Cousins, Brad
Date: 2021 06 08 08:30:41
-05'00'

Assistant City Attorney

Signature: **Fernandez, Pam D.** Digitally signed by Fernandez, Pam
D.
Date: 2021.06.08 09:00:35 -05'00'

Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

June 25, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

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Dated: _____

DocuSigned by:
Signature  _____
FC6E13387788406...
Jim Rowader
Minneapolis City Attorney

Approved as to Form

DocuSigned by:
Signature  _____
18B29C56971E4F8...
Assistant City Attorney

DocuSigned by:
Signature  _____
02E06E87C1584F0...
Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

June 28, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

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Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

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Dated: _____

DocuSigned by:
Signature:  _____
FC6E13387788406...
Jim Rowader
Minneapolis City Attorney

Approved as to Form

DocuSigned by:
Signature:  _____
18B29C56971E4F8...
Assistant City Attorney

DocuSigned by:
Signature:  _____
02E06E87C1584F0...
DIRECTOR, PROCUREMENT

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217 8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

September 14, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
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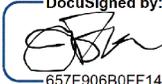


Andrew M. Luger

Cc: Gregory P. Sautter
Enclosure

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: 9/14/2021

Signature:  _____
657F906B0FF14E3...
Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature:  _____
18B29C56971E4F8...
Assistant City Attorney

Signature:  _____
02E06E87C1584F0...
Director, Procurement

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • FACSIMILE: +1.844.345.3178

DIRECT NUMBER: (612) 217-8862
ALUGER@JONESDAY.COM

October 19, 2021

Jim Rowader
Minneapolis City Attorney's Office
City Hall, Room 210
350 S. 5th St.
Minneapolis, MN 55415

Re: Engagement Letter Extending Pro Bono Representation of the City of
Minneapolis

Dear Jim:

This letter amends the scope of our original engagement to represent the City of Minneapolis ("You" or the "City") in our letter to you dated February 3, 2021 (attached). Specifically Section I of the letter is amended to expand the scope of our representation to include representing the City in the context of PERA duty disability determinations, both in determining whether to take and persist in an appeal of said determination and litigating the appeal. This letter in particular relates to former Minneapolis Police Department officer 13.43 [REDACTED]. Jones Day will work with the City and its counsel to determine whether an appeal is prudent, as well as to handle all aspects of the appeal, including potential settlement, fact and expert discovery, communications with opposing counsel for the officer and PERA, and litigation before the Office of Administrative Hearings, if necessary through the contested case (evidentiary) hearing. All other terms remain the same, including without limitation the section entitled "Potentially Adverse Representations or Conflicts of Interest; Advance Waiver."

We are delighted to continue working with the City of Minneapolis. If the above paragraph accurately reflects our discussion, please sign and return 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.

Very truly yours,



Andrew M. Luger

Cc: Gregory P. Sautter, Assistant City Attorney

Jim Rowader
October 19, 2021
Page 2

On behalf of the City of Minneapolis, I, Jim Rowader, 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 of Minneapolis to sign this letter on its behalf.

Dated: 10/19/2021

Signature:  _____
657F906B0FF14E3...
Jim Rowader
Minneapolis City Attorney

Approved as to Form

Signature:  _____
18B29C56971E4F8...
Assistant City Attorney

Signature:  _____
02E06E87C1584F0...
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