

CONTRACT FOR SERVICES

This Contract for Services is made effective as of August 24, 2020, by and between the City of Red Wing of 315 West 4th Street, Red Wing, Minnesota 55066 (the "City"), and Dominique Johnson, 4 Fiske Ave, Reisterstown, Maryland 21136 (the "Provider"). Dominique Johnson is the current Senior Director of Community Engagement for the Center for Policing Equity who is working in this capacity as an independent contractor for the City of Red Wing. The City is under no contractual agreement with the Center for Policing Equity as an official partner for these services.

1. **DESCRIPTION OF SERVICES.** Dominique Johnson will provide to the City the services (collectively, the "Services") set forth in EXHIBIT A, which is hereby incorporated into this Agreement by reference.
2. **PAYMENT.** The City agrees to pay Provider \$40,000.00 for the services described herein. The City will pay this sum in three payments. Provider shall provide invoices to the City for three payments as follows:
 - a. \$13,333.00 on or about September 1, 2020;
 - b. \$13,333.00 on or about January 15, 2021; and
 - c. \$13,334.00 on or about February 24, 2022.

This payment is all-inclusive and includes all actual expenditures related to the services in this Agreement. The City may agree to pay for travel expenses if it approves such expenses in writing before they are incurred.

If the project is to extend beyond the original 18-month contractual period, the City will provide written notice for a contract extension at least 90 days (November 26, 2021) before the end of the original contract period (February 24, 2022) and provide an amended Scope of Work and payment agreement.

All services provided by the Contractor under this contract must be performed to the City's satisfaction, as determined at the sole discretion of the City. The Contractor will not receive payment for work found by the City to be unsatisfactory or performed in violation of federal, State, or local law.

3. **TERM AND TERMINATION.** This Contract shall be for the period commencing August 24, 2020, and terminating on February 24, 2022.

The City may cancel this contract at any time, with or without cause, upon 30 days' written notice to Provider. Upon termination, the Provider will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

In the event of termination under this paragraph or Paragraphs 7 or 9, Provider agrees to cooperate with the City and provide copies of all materials whether completed or not that Provider has been working on related to this Contract.

4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of the City. Upon request, Provider will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of the City to the Work Product.
5. **DATA PRACTICES RESPONSIBILITIES.** Provider, and its employees, agents, or representatives recognize that certain data furnished by the City in connection with its services pursuant to this Agreement may be subject to the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13. Nothing in this Agreement shall be construed to allow either party to maintain, use, disclose, or disseminate data in a manner not permitted by law. This provision will continue to be effective after the termination of this Contract.
6. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
7. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
8. **INDEMNIFICATION.** Provider agrees to hold harmless, defend, and indemnify the City and its Council members, employees, officers, attorneys, insurers, agents, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Provider, or the Provider's employees or agents, related to the Provider's performance pursuant to this Agreement. This duty to hold harmless, defend and indemnify shall apply to any and all demands, claims,

suits, losses, damages, cause of action, fines or judgements, including costs, attorney's and witness fees, and expenses incidental thereto, unless such claims for loss, damage, injury or death result from the gross negligence or willful misconduct of the City, its Council members, and their employees or agents.

9. INDEPENDENT CONTRACTOR. Provider shall perform her duties hereunder as an independent contractor and not as an employee of the City. Neither Provider nor any agent or employee of Provider shall be or shall be deemed to be an agent or employee of the City. Nothing in this Contract may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the City and Provider. Provider shall pay, when due, all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Provider acknowledges that Provider and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Provider shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Provider shall be solely responsible for the acts of Provider, its employees and agents. Provider shall hold the City completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Provider is responsible under this Contract, and from all attorney's fees and other costs incurred by the City in contesting or defending against any responsibility therefore which is asserted against the City.

10. INSURANCE. During the Term, Provider shall ~~maintain workers' compensation insurance required by Minnesota law. Provider shall also~~ maintain Commercial General Liability insurance and Professional Liability ~~and automobile~~ insurance in a minimum amount of \$1,000,000 per occurrence/\$1,000,000 aggregate on each policy ~~with policy limits sufficient~~ to protect and indemnify the City, ~~including its elected and appointed officials, Council Members,~~ employees, and agents, from any losses resulting from Provider's ~~professional services,~~ acts or omissions or the acts or omissions of its agents, contractors, servants, or employees. ~~The policies shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, contractually assumed liability, and professional services liability.~~ The Provider must provide a certificate of insurance for each policy verifying such insurance is in full force and effect and meets aforementioned coverage requirements. ~~upon the City's written request.~~ Provider agrees and acknowledges that she has no employees and is exempt from Minnesota workers' compensation requirements. Provider also agrees and acknowledges that she is solely responsible for having adequate automobile insurance in the event that she needs to drive a vehicle to perform the services in this Agreement.

11. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

13. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

15. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Minnesota. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Provider specifically consents to jurisdiction in Minnesota.

16. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that

party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

19. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DOMINIQUE JOHNSON

By: _____ Date _____

Its: _____

CITY OF RED WING

By: _____ Date _____

Its: Mayor

By: _____ Date _____

Its: Council Administrator

By: _____ Date _____

Its: City Clerk

EXHIBIT A: DESCRIPTION OF SERVICES

Dominique Johnson (“Provider”) will provide planning and facilitation services for an 18-month period for the City of Red Wing to support racial justice through partnership as the City of Red Wing’s Advisory Team reimagines current public safety structures. Goals and deliverables are listed below and may change as the work develops and as the City needs change. Any changes will be provided in written form and approved by the Provider per budgetary guidelines. Throughout the course of this Agreement, Provider will work with the City to define and prioritize topics and activities for the Advisory Team that address the City’s most pressing needs.

PROJECT GOALS:

1. Build trust and knowledge among team members.
2. Strengthen communication and trust between City staff members and residents who feel that trust has been broken.
3. Identify key data points that will be reviewed and shared as a community that help show where policy or practice changes may be needed and where progress can be made.

* Data will focus on law enforcement but other data areas may also be identified. Data will be provided by the City and will not be provided through a formal data collection partnership with the Center for Policing Equity.

4. Provide recommendations on policies and practices to the City Council that will create positive change.
5. Provide recommendations to the City Council that result in the formation of a permanent Resident Advisory Board regarding public safety.

OBJECTIVES & DELIVERABLES:

--Work collaboratively with the City Community Engagement Specialist (CES) to plan and design 18 Advisory Team meetings that will:

1. Provide space and time for team members to connect and collaborate;
2. Set member expectations.
3. Invite respectful reflection, dialogue, and learning around public safety issues, both internal and external;
4. Provide and lead team members through a roadmap for how members can together learn and understand the local public safety systems, see how local communities experience those systems, and identify recommendations that will lead to more racially equitable systems;
5. Provide expertise, resources, and thoughtful guidance.

--Facilitate one two (2) hour session per month that accomplishes the above design goals.

--Follow-up with notes and resources to support ongoing team building and operational clarity.

Provider will:

1. Meet with City Community Engagement Specialist virtually twice per Advisory Team meeting (one 2-hour planning session and one 1-hour follow-up session) to create detailed agendas for eighteen (18) Advisory Team meetings from August 24, 2020, through February 24, 2022.
2. Meet with the Police Chief virtually to listen to ideas and share process (once per Advisory Team meeting (one 1-hour session).
3. Communicate with City representatives via email occasionally to share ideas, materials, activities, and other necessary information.
4. Identify specific activities and materials for each agenda.
5. Include others in the agendas who may provide insights or expertise in an area for a specific meeting.
6. Provide staff members with learning materials including tools, road maps, successful examples, and best practices.
7. Utilize relevant available staff and academic resources under the Community Engagement portfolio from the Center for Policing Equity to fulfill the services contracted for, when necessary and appropriate.

TIME & AVAILABILITY:

The estimate for this project is approximately 18 months, including but not limited to the following: 36 hours of meeting planning with CES (2 hours per meeting); 36 hours of facilitation (2 hours per meeting), 18 hours of meetings with the Police Chief (1 hour per meeting); and 18 hours of follow-up with CES (1 hour per meeting). Provider will work with the City to assure that the tasks are delegated and implemented in a timely manner. Provider will respond to pertinent emails within 72 hours and is available for immediate needs via text and mobile phone.

COLLABORATION:

If at any time there are any concerns, it is the responsibility of the City as well as the Provider to have forthright communication. The success of this project lies on the willingness of both parties to work together, supported by regular meetings and clear communication to guide the work.