

To: Common Council Executive Committee

From: Carrie Rothburd

Re: Contract covering potential hours for completing the Ad Hoc Committee report

Date: December 4, 2018

I understand that I have been selected to complete a one-of-a-kind task and that the usual City of Madison contract was not designed with reports like this in mind. I am committed to completing the report of the Ad Hoc committee by our mutually assigned deadlines: February 15, 2019 for the initial draft; February 22, 2019 for incorporating committee edits; and March 30, 2019 for incorporating Common Council edits.

I have two concerns to address with you today. One, given the scope of the task I am assigned, is the number of hours it may take to complete the report. The other, given the month that has expired in working out the details of my contract, is the time left between now and the deadlines above, which I chose with the chair of the Ad Hoc committee.

Concern 1: As of today, I have used up 8 of my 100 hours in meetings with the entire committee, the committee chair, and in skimming and reading parts of the reports handed to me to get as good an overview as possible of the content of the report. I have also come up with an outline for organizing the report that was discussed and approved by the committee at its meeting last week. I have not yet looked at any of the other documents that I may need to read, including minutes of committee meetings; nor have I listened to any recordings of meetings to become intimately acquainted with the work and the findings of the committee.

I am tentatively setting aside 15-20 hours for revising the report to incorporate both the Ad Hoc committee's edits between February 15th and February 23rd and the Council's recommendations between February 29th and March 29th. That leaves me with 72 hours in which to read all of the materials for inclusion in the report and draft the report. I know that it is both my opinion and that of some committee members who have written reports that this time limit may pose problems.

Concern 2: I am ready to start reading and drafting in earnest as soon as we sign a contract. There are 10 full weeks remaining between next Monday and the date the committee and I chose for handing them a draft of the report, 11 weeks between now and the date on which we will submit the final report to Council members on February 22, 2019, and 5 weeks beyond that for inclusion of any changes to the report that the Council may request.

I understand the importance of the report I have committed to write. Writing a quality report, especially one of this scope takes time. As anyone who has taken on a task such as this knows, at this early stage, it is difficult to determine whether the 72 hours that remain of the 100 allotted to me are sufficient for drafting and editing the report.

For both these I make the request that we discuss in advance what we will both do should the work, once I delve into it with the committee, require more than 100 hours to complete to both our standards. I propose the following changes to the standard contract.

NUMBERS AND LETTERS REFER TO THE CONTRACT:

3. Scope of Work and Schedule of Payments

The Contractor, Carrie Rothburd, will work up to 100 hours toward completion of a single document summarizing the findings and recommendations of the Madison Police Department Policy & Procedure Review Ad Hoc Committee ("the Committee"), which will include summaries of OIR materials/findings and responses to those materials, and other recommendations and materials received by the Committee, for the purpose of recommending subsequent modifications in policy and practice by the Madison Police Department and to be approved by the Common Council.

She will:

- 1) Attend Ad Hoc committee meetings and meet with committee leadership, as needed, to plan contents of the final report and to clarify questions during the writing of the report;
- 2) Review OIR materials, along with responses submitted by MPD, MPPOA, and City Attorney, minutes of committee meetings, recordings of meetings (as needed) and other documents sent to her by the Committee chair to become acquainted with the work and the findings of the committee;
- 3) Prepare an outline with the committee detailing the contents of the final report, including at least the following:
 - Introduction to genesis and mission of the committee and members
 - Letter from committee chairs
 - Executive Summary
 - Overview of committee process and activities, including work with the OIR, research, and meetings, and list of organizations and individuals who presented to the committee
 - Committee activities and conclusions (detailed)
 - Overview of OIR Report recommendations and recommendations from other sources that the committee and the MPD accepted
 - Committee follow-up, discussion, and conclusion/revision of recommendations on which either the committee or the MPD differ with the OIR report
 - Overview of recommendations for policy and procedures for MPD and other possible entity's next steps.
- 4) Prepare a draft of most or all of the report by internal deadline in January 2018. Some sections of the report may be assigned to committee members to draft by February 15, 2019.
- 5) Incorporate edits received from the committee by February 22, 2019.
- 6) Incorporate comments from the Common Council for completion by March 30, 2019.

8B. Prosecution and Progress. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City...beyond the control of the Contractor.

ADD Timeliness. THE CLIENT will respond to requests for information promptly and whenever possible within two business days and to adhere to a plan for completion that THE CONSULTANT will prepare with the Ad Hoc committee. Failure to provide the requested information within the requested time frame by THE CLIENT may result in a rushed or an incomplete narrative and may compromise the competitiveness of the proposal. THE CONSULTANT assumes no liability for THE CLIENT's failure to provide requested and/or necessary information or for delays that may result from a tardy response.

The client is responsible for:

- Providing print and electronic copies of all materials for inclusion in the report.
- Reviewing and approving the proposal draft and finished copy prior to submission.

8D. **Progress Reports. ADD** All work to be completed by the consultant will be performed in her office between the hours of 9am and 5 pm. The only exception to this will be hours attending the Ad Hoc committee meetings. The consultant will keep a running log of her work divided into the following categories: Reading, Communication, Meetings, Drafting, Revising, Travel. She will submit monthly invoices at the end of each month of the contract period to ???, billing her hours at the rate of \$100/hour. The city will send checks for payment within 10 days of receipt of an invoice made payable to Carrie Rothburd, 830 West Lakeside Street, Madison, WI 53715.

23. **Compensation. ADD.** The Contractor will perform a maximum of 100 hours of work for which she will be reimbursed a maximum of \$10,000. Should the completion of this Scope of Work exceed 100 hours, the Contractor will notify the City and other arrangements will be worked out, including members of the Ad Hoc Committee completing portions of the report and/or the City providing additional compensation at the rate of \$100/hour for the Contractor's work. (See Section 24. A 7 and Section 9.) The contractor will be paid for all hours of work completed.

If the need for travel beyond downtown Madison occurs the consultant may elect to submit an itemized mileage log for reimbursement to ???

If the need for copying or print of materials occurs, the consultant may elect to submit itemized receipts for reimbursement to ???

24. **Basis for Payment. A. 8. CHANGE.** The performance of the contractor's work will be judged by the Ad Hoc Committee.

25. **Termination. B. ADD.** In the event that the City chooses to terminate the contract prior to the last day of the contract period, it will pay the Contractor for any and all hours worked prior to notice of termination or following notice to bring the work to an acceptable state of usefulness/intermediate completion at the rate of \$100/hour.

27. **Insurance. ADD.** The requirement that the Contractor carry Professional Liability insurance has been waived with respect to this contract.