

# MPD Operational Assessment: Contract



## Background

In December 2019, the City Council directed staff to review some parts of the City's public safety operations.

[Read the full staff direction \(PDF\).](#)

These two tasks make up the Minneapolis Police Department (MPD) Operational Assessment:

1. Study the staffing and efficiency of the MPD.
2. Review the codes Minneapolis 911 dispatchers assign to calls. These codes are called Problem Nature Codes (PNCs).

## Expected results

This study is:

- Not expected to give concrete answers about the number of officers MPD should have.
- Not expected to show exactly what public safety functions MPD should or should not perform.

It will be one of many tools that policymakers have at their disposal in making those decisions. The City expects to receive results from the MPD Operational Assessment in the fall of 2021. This will be partway through the City's 2022 budget process.

The City expects the study findings and recommendations to address:

- The total staffing required to meet MPD's current and future demand for service. Totals will include all personnel (i.e., including police officers, MPD civilian staff, or staff in other City departments). These results will help the City to weigh tradeoffs about where and how to assign public safety work.
- Current tasks within MPD that civilians could do, if any. This might include individual positions or programs. Recommendations may include retaining civilian functions within MPD or moving them elsewhere.
- Any administrative or operational changes that may increase MPD's efficiency.
- Any potential improvements to the use, categorization, or prioritization of PNCs.

## Selected vendor

The CNA Corporation (CNA) is a non-partisan, not-for-profit corporation. CNA's Institute for Public Research, Center for Justice Research and Innovation (JRI), will complete both parts of the MPD Operational Assessment.

[Learn more about CNA](https://www.cna.org/centers/ipr/jri/) (https://www.cna.org/centers/ipr/jri/)

## Scope of services

CNA will conduct a workload-based analysis of staffing needed to meet demand for service in all areas of MPD. They will also report on the use and prioritization of Problem Nature Codes (PNCs). PNCs are the codes assigned to 911 calls at dispatch to show the type of incident that is happening. Detail about services related to public safety staffing is on pages 2-6 of the contract. Detail about services related to PNCs is in Exhibit A of the contract amendment.



## City of Minneapolis

### Standard Contract Form

(For Professional Services Contracts up to \$175,000)

#### City Contract

Number: **COM0002966**

City Department responsible for the Contract: **CITY COORDINATOR**

#### I. CONTRACT

THIS CONTRACT is made between the City of Minneapolis, a Minnesota municipal corporation and a home rule charter city, referred to as the "City" and **The CNA Corporation**, referred to as the "Consultant," for **Professional Services to conduct a staffing and efficiency study of the Minneapolis Police Department** to be provided under the terms of this agreement (the "Contract").

#### II. SCOPE OF SERVICES

The Consultant agrees to perform the following services for the City:

The CNA Corporation shall provide professional services to conduct a staffing and efficiency study of the Minneapolis Police Department as specified in its proposal (the "Proposal") attached hereto and made part of this Agreement as Attachment 1. In the event of a conflict between the Agreement and any Attachment, the Agreement shall control.

The CNA Corporation will provide the following;

1. Conduct a review of the staffing and operational efficiency of the Patrol Bureau of the Minneapolis Police Department.
  - a) Conduct a workload-based analysis of current staffing needs in relation to demand for service. Relevant demand for service factors include but are not limited to crime rates, 911 calls, and industry best practice call response times; city population and visitorship precinct, ward, and overall resident population demographics; trends in population density, trends in the issuing of building permits (residential and non-residential) and liquor licenses; and/or other relevant metrics.
  - b) Recommend staffing levels in relation to demand for service. Forecast future staffing in light of estimated changes to the demand for service factors described above.
  - c) Review the proportion of time spent by Patrol officers on non-call response activity (i.e., proactive policing activities, community engagement and procedural justice activities, administrative time, etc.). Recommend the optimal proportion of proactive time for patrol officers based on peer cities' practices, industry standards, and/or research-informed best practices.
  - d) Review the efficiency of the current practice of assigning certain investigative functions to Patrol Bureau. Recommend the most efficient and effective organizational model for completing these investigative functions based on peer cities' practices, industry standards, and/or research-informed best practices.
  - e) Review patrol shifts & scheduling in relation to current demand for service and task environment. If applicable, recommend alternate models that would increase the efficiency or effectiveness of Patrol activities.
  - f) Review existing administrative and operational business processes to identify "pain points" that could be streamlined or other potential efficiencies.
  - g) Review the use of overtime to meet staffing needs. If applicable, recommend changes to overtime policies, management, or controls to best use overtime to maximize both cost efficiency and scheduling flexibility.
  - h) Review the use of one-person vs. two-person patrol cars. Compare the costs and benefits of one-person vs. two-person patrols to identify the most cost-efficient proportion of each patrol type. Assess the relative safety of each patrol type for both responding officers and those with whom they interact, and identify the key drivers of actual and perceived safety. Recommend best deployment practices for the use of one-

person patrols based on peer cities' practices, industry standards, and/or research-informed best practices.

- i) In order to implement recommendations from a concurrent study of 911 call prioritization, the Consultant should plan to present findings and recommendations of the Patrol staffing review in a format that can be disaggregated by call priority level and call type.
2. Conduct a review of the staffing and operational efficiency of the investigative functions of the Minneapolis Police Department, including the Investigations Bureau, the Forensics Division, and investigations personnel housed in precincts and organized under the Patrol Bureau.
  - a) Conduct a workload-based analysis of current staffing needs in relation to demand for service, attending to factors including caseload, disposition of cases, closure rates, time to closure, solvability, any of the demand for service factors described above under I.1.a., and/or other relevant metrics.
  - b) Recommend staffing levels in relation to demand for service. Forecast future staffing in light of estimated changes to the demand for service factors described above.
  - c) Review existing administrative and operational business processes to identify "pain points" that could be streamlined or other potential efficiencies.
  - d) Review the use of overtime to meet staffing needs. If applicable, recommend changes to overtime policies, management, or controls to best use overtime to maximize both cost efficiency and scheduling flexibility.
  - e) Review the use of sworn vs. civilian personnel, particularly the use of civilian personnel in administrative or technical roles. If applicable, recommend changes to how and where civilian and sworn personnel are deployed to make the best use of their skills and expertise.
3. Conduct a review of the staffing and operational efficiency of all other divisions and functions of the Minneapolis Police Department, particularly the needs and capacity of the Community Engagement & Outreach Bureau and the Professional Standards Bureau.
  - a) Workload-based analysis of current staffing needs in relation to demand for service, attending to factors including changes to staff training hours, including event-specific training, and the staffing of training roles; changing requirements and expectations for IT and records infrastructure, including increased volume of public data requests; increased expectations around recruitment, including increasing the diversity of hiring in terms of race, gender ethnicity, and

- other protected classes under statute or local ordinance; and a departmental commitment to procedural justice policing.
- b) Recommend staffing levels in relation to demand for service. Forecast future staffing in light of estimated changes to the demand for service factors described above.
  - c) Review existing administrative and operational functions to identify whether they duplicate existing enterprise services, and whether enterprise services or other entities (e.g., another public safety jurisdiction, a private-sector vendor or partner, etc.) can serve MPD needs. Recommend which MPD functions or services, if any, could be performed with equal or greater efficiency and effectiveness by other city departments.
  - d) Review existing administrative and operational business processes to identify “pain points” that could be streamlined or other potential efficiencies
  - e) Review the use of overtime to meet staffing needs. If applicable, recommend changes to overtime policies, management, or controls to best use overtime to maximize both cost efficiency and scheduling flexibility.
  - f) Review the use of sworn vs. civilian personnel, particularly the use of civilian personnel in administrative or technical roles. If applicable, recommend changes to how and where civilian and sworn personnel are deployed to make the best use of their skills and expertise.

## II. Expected methods

The research methods for this study are anticipated to include, but are not limited to, the following.

1. Quantitative analysis of existing computer-assisted dispatch (CAD) data about calls for service.
2. Analysis of other existing data about shifts, scheduling, overtime, and other topics as necessary
  - a) The City will conduct a background check for any individual proposed to perform work on-site at MPD locations or with MPD data. Responders should plan to provide a list of names of these individuals and other requested information about those individuals upon the request of the Contract Manager.
  - b) The City expects that any data sets used will be identified, agreed upon, and understood via collaboration between Consultants and relevant stakeholders from MPD and/or other departments as applicable.

3. Data collection from MPD staff and other internal stakeholders as necessary via individual interviews, group interviews, and/or surveying
  - a) The City expects the Consultant to conduct not more than 100 hours of staff interviews.
4. Document review of existing MPD business processes, MPD operational functions, and operations in other City departments which may duplicate MPD operations
5. Review of key research literature and/or data about the performance of peer cities, for purposes of benchmarking comparisons

### III. Expected deliverables

1. A written final report detailing the process for and results of each task listed above in Section II. The written report should include an executive summary and a summary of recommendations.
  - a) Depending upon the project start date and timeline, the City reserves the right to request periodic status updates on the study's progress and/or reporting about one or more tasks as they are completed, rather than at the end of the project period.
  - b) When forecasting future staffing needs, the consultant may provide a long-range estimate of staffing needs or a tool that allows MPD to replicate the staffing analysis in future years.
  - c) If Consultants recommend that one or more other City departments absorb work currently done by MPD, include recommendations about whether and how those other departments may need additional capacity or resources to do so.
2. Engagement with internal stakeholders: beyond data collection, the Consultant should expect to work with the Contract Manager to identify stakeholders within the City who should be engaged in the study at various stages. Key stakeholders may include MPD leadership, representatives of other City departments, City Council members or staff, Mayor or staff, or representatives of the Police Officers' Federation of Minneapolis.
3. Public engagement: given the profile of this work, the City expects a high level of engagement about the results of this study from both internal and community stakeholders. The City expects to be the primary point of contact with any external parties. However, the Consultant should expect to include the following in their work plan:
  - a) No less than 10 hours of time for public engagement tasks (e.g., presentations) to be identified in collaboration with internal stakeholders.
  - b) Participation, along with the Contract Manager, other key internal stakeholders, and City and/or MPD communications staff, in the

development of a communications plan for dissemination of the study. This participation may be completed by the Consultant's project personnel or by other staff or subcontractors provided by the Consultant who have thorough knowledge of the study.

### **Additional Features**

The City reserves the right throughout the term of this Agreement to add, delete or acquire other products or services that the Consultant can supply that are similar to, but not specifically called for in the RFP. Any contract amendments for additional features will pertain only to those requested and will not result in any further renegotiations of this Agreement. If any changes to the features cause an increase or in the cost of, or the time required for the performance of any part of the Scope of Services, the City shall consider an equitable adjustment in the price or delivery schedule. The Consultant shall assert its right to an adjustment to The City within twenty (20) days from the date of receipt of notice of change or the adjustment will be deemed accepted by the Consultant. Changes shall follow **Section XX.8 Amendments**.

### **III. COMPENSATION**

The Consultant shall be compensated as follows:

Item No.	Name	Rate			Hours	Cost
1.						
Personnel	Juliana Pearson	\$110.98			75.0	\$ 8,323.46
	Zoe Thorkildsen	\$213.12			150.0	\$ 31,967.68
	Bill Komiss	\$275.89			20.0	\$ 5,517.79
	Leigh Rowland	\$219.43			20.0	\$ 4,388.60
	Keri Richardson	\$ 96.56			80.0	\$ 7,725.16
	Alison Vernon	\$197.67			20.0	\$ 3,953.39
	Edward Flynn	\$162.07			150.0	\$ 24,310.87
	Kalani Johnson	\$ 80.66			80.0	\$ 6,452.44
	Jocelyn Cox	\$193.45			20.0	\$ 3,868.96
	Sarah Lysaker	\$140.30			16.0	\$ 2,244.86
	<b>Subtotal Labor</b>					\$ 98,753.23
2.	<b>ODC</b>	<b>Rate</b>			<b>Hours</b>	<b>Cost</b>
Consultant	Terry Gainer	\$133.30			35	\$ 4,665.40
						\$ 4,665.40
3.	<b>Subtotal ODC</b>	<b>Rate</b>	<b>No. of People</b>	<b>No of Nights</b>	<b>No. of Trips</b>	<b>Cost</b>
Travel	Airfare DCA to Minneapolis, Mn	\$ 533	2		2	\$ 2,132.75
	Lodging- Minn, MN	\$ 209	2	3	2	\$ 2,511.32
	M&IE - Minn, MN	\$ 101	2	3.5	2	\$ 1,418.28
	<b>Subtotal Travel</b>					\$ 6,062.35
4.	<b>Total Cost</b>					\$ 109,480.97
	This document includes CNA proprietary data that shall not be disclosed and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.					

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed **\$109,480.97**. The Consultant shall submit itemized invoices for services rendered to the Contract Manager identified in Section XVI of this contract. The City shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

### Expense Reimbursement

If the City has agreed to reimburse the Consultant for "Eligible reimbursable expenses", then eligible reimbursable expenses shall only be paid upon submission of itemized invoice and approval by the Contract Manager identified in Section XVI of this Contract. The City shall only pay for "eligible



reimbursable expenses". All travel must be conducted in accordance with the City's ***Travel Reimbursement Conditions for Consultants:***

<http://citytalk/wcm1/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>

**Note: The sum total for Compensation and eligible reimbursable expenses under this *Standard Contract Form* shall not exceed One Hundred Seventy-Five Thousand (\$175,000) dollars.**

#### **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from **December 01, 2020** through **March 31, 2022** unless otherwise extended by the City or terminated earlier under the Cancellation, Default and Remedies section. The duration of this Contract including amendments shall not exceed five years.

#### **V. SUBSTITUTIONS AND ASSIGNMENTS**

Services by the Consultant will be performed by the following person(s):

**CNA Project team members**

Chief (ret.) Edward Flynn- Project Director

Zoe Thorkildsen, MA

Terrance Gainer

William Komiss, PhD

Dr. M. Jocelyn Cox

Leigh Rowland

Keri Richardson

Alison Vernon

Juliana Pearson

Kalani Johnson

Sarah Lysaker

Upon approval by the City, the Consultant may substitute other persons to perform the services. If substitution is permitted by the City, the Consultant shall provide information to the City's Contract Manager identified in the Notices section to allow proper review of the qualifications of the substituted person.

No assignment of this Contract shall be permitted without the written amendment signed by the City and the Consultant.

## **VI. SUBCONTRACTING OR SUBCONSULTING**

The Consultant shall not engage in any subcontracting or sub-consulting of any part of the Scope of Services to be provided under this Contract without the written authorization of the Contract Manager identified in the Notices section hereof. Should sub-contacting or sub-consulting be permitted by the Contract Manager, the Consultant is encouraged to hire, retain or engage an "Approved Small Business Enterprise" as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances. If the subcontractor or subconsultant is identified in the Consultant Proposal, then the approval is granted with the execution of this agreement.

## **VII. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the Contract Manager identified in the Notices section.

## **VIII. INDEPENDENT CONSULTANT**

The Consultant and its employees shall not be an employee of the City. It is agreed that the Consultant and its employees will act as an "independent contractor" and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City.

## **IX. CONSULTANT'S INSURANCE**

The Consultant shall maintain the types of insurance and limits of coverage identified in Exhibit A which is attached and made part of this Contract.

## **X. DATA PRACTICES**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The Consultant and any of Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Consultant will immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

## **XI. COMPLIANCE WITH THE LAW**

The Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these requirements, it should request necessary clarifications from the City. Violation of any of the above laws can lead to termination of this Contract

## **XII. AUDITS**

As provided in Minnesota Statutes, Section 16C.05, subdivision 5, the Consultant agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

### **XIII. SUCCESSORS AND ASSIGNS**

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties' successors and assigns.

### **XIV. LIABILITY AND INDEMNITY**

- a. The City agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors and sub-consultants.

### **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, in which case the City has the right to terminate this Contract if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the City.

Notwithstanding the Liability and Indemnity Section or this Cancellation, Default and Remedies Section, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be

construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

## **XVI. NOTICES**

Any notice or demand, authorized or required under this contract shall be writing and sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service) to the other party as follows:

To the consultant:

The CNA Corporation  
Suda Somvang  
3003 Washington Blvd  
Arlington, VA 22201  
[Somvans@cna.org](mailto:Somvans@cna.org)  
703-203-8680

To the city:

Mark Todd Jeffers Ruff, Department Head  
350 South 5th Street, Room 301M  
Minneapolis, MN 55415

Renae Youngs, Contract Manager  
Phone: 612-673-3820  
Email: [renae.youngs@minneapolismn.gov](mailto:renae.youngs@minneapolismn.gov)

## **XVII. INTELLECTUAL PROPERTY**

All "Work" as defined below, produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the City and to satisfy professional records retention standards. The

Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

#### **XVIII. BILLBOARD ADVERTISING**

Ordinance 544.120 prohibits the use of City or City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

#### **XIX. CONFLICT OF INTEREST/CODE OF ETHICS**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## XX. MISCELLANEOUS PROVISIONS

1. **Severability** -- If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
2. **No Partnership of Joint Venture** - Neither the City nor the Consultant is an agent, partner or joint venturer of the other for any purpose or has the authority to bind the other.
3. **No Third Party Beneficiaries** -- This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.
4. **Entirety of Contract** -- This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
5. **Applicable Law** -- The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.
6. **Waiver** -- Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
7. **Conflict and Priority** -- This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
8. **Amendments** -- Any amendments to this Contract shall be in writing and signed by both the City and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$175,000 per the Compensation Section, increases or reductions in the Scope of Services or Work, or extensions of the duration subject to the limitation in the Effective Date and Termination Date Section of this Contract.
9. **Counterparts** -- This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.
10. **Termination** -- Either Party, shall have the right to terminate this Agreement in whole or in part at any time and for any reason by giving prior written notice to the other party. Upon receiving such notice, Consultant shall immediately cease all Work being performed under the affected in Section II – Scope of Services unless instructed otherwise

by The City. The City shall be liable only for amounts due up to the date of termination

The parties being in agreement have caused this Contract to be signed as follows:


**FOR THE CONSULTANT:**

Signature:  Florence E. Owens  
70E8CB141C9F42E...

Title Contracts Administrator IV

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

**FOR THE CITY:**

Signature:  Mark Ruff  
B7226F08579E477...

Title: city coordinator

*By signing this Contract, I represent that I have the authority to enter into and bind the City to this Contract.*



## Exhibit A

### Standard Agreement Insurance Form

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) or sub-consultant(s) or assume full liability for their acts and omissions. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom.** Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) 1. **Worker's Compensation Insurance** that meets the statutory obligations with Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). **Consultants are assuming full Workers Compensation coverage for uninsured sub-contractors.**

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

Non-employees such as subcontractors will not provide any services under this Contract.

- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$2,000,000 per claim and \$2,000,000 aggregate. The City shall be named an "additional insured" on Consultant's policy and shall be indicated on the ACORD declaration form.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

- c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate for all claims arising from the same occurrence.

- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
  - Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.
  - Consultant will not drive any automobiles while performing services under this Contract.
- d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
  - The Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant's or its sub-consultant's negligent acts, errors or omissions.
- e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches at coverage limits at least equal to \$1,000,000 per claim. The insurance policy must provide the protection stated for three (3) years after completion of work. **(Only applies if Consultant is handling, receiving or producing City data and information.)**
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
  - Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's negligent acts, errors or omissions.



<b>Total Contract Amount</b>	<b>\$170,382.80</b>
<b>Original Contract</b>	<b>\$109,480.97</b>
<b>Previous Amendment Amount</b>	<b>\$0.00</b>
<b>Current Amendment Amount</b>	<b>\$60,901.83</b>

## City of Minneapolis

### Amendment #1 to Contract Number COM0002966

THIS Amendment is made and entered into by and between the City of Minneapolis (herein called the "City") and **The CNA Corporation**, (herein called the "Contractor").

WHEREAS, the City and Contractor have entered into that certain Contract identified above (the "Contract"); and

WHEREAS, the Contractor and the City have agreed that a change to the here-mentioned Contract is necessary;

NOW, THEREFORE, the parties hereto agree to amend said Contract as follows:

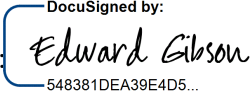
**Scope of services/Other is amended to:** *Include **Exhibit A** to the contract.*

**Contract amount** increase by **\$60,901.83** for a new total not to exceed **\$170,382.80** including eligible reimbursable expenses.

All other terms and conditions of said Contract are unaltered hereby, shall remain in full force and effect, and are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**FOR THE CONSULTANT:**

Signature: 548381DEA39E4D5...

Title: Director of Contracts and Procurement

**FOR THE CITY:**

Signature: B7226F08579E477...

**Department Head responsible for Administering and Monitoring this Contract**

Exhibit A

**Amendment to scope of services**

Two new tasks fall outside the original scope of services and will be added under this amendment:

1) CNA will perform an **intensive analysis of calls-for-service data** to provide the City and 911 with an in-depth **understanding of, and recommendations for reconfiguring, problem nature codes and their use by 911 for dispatch**. CNA will perform a complete descriptive analysis of the problem nature codes in the City's calls-for-service, including the following tasks:

- Assess the accuracy of use of the problem nature codes
  - Compare initial call-for-service code with the ultimate disposition of the call, to determine whether calls are consistent in their intake and disposition
  - If further investigation is required, review a sample of incident narratives (if available) to trace calls from intake to disposition to establish that calls are being accurately coded based on an
  - independent review of the narrative for the incident
  - Discuss problem nature coding with dispatchers and disposition with officers during personnel interviews, to understand the decision-making process dispatchers use when making the coding decision
- Review the calls-for-service data in terms of the data structure, variables collected, coding of input, and data cleanliness and completeness
  - Review the code options for frequency of use
  - Review the code definitions, identifying those that have broad and narrow definitions
  - Review codes to identify if there are numerous codes referring to similar incident types
  - Develop recommendations for condensing or expanding the options for problem nature codes in use at 911
  - Make note of any issues with data cleanliness, completeness, and other data structure elements
- Review the adjudication of calls and call priority levels.
  - Review current policy on the alignment between problem nature code and priority level
  - Review call-for-service data to determine whether response times, on average, align with the assigned priority levels
  - Conduct an explorative quantitative analysis to understand call types, response times, priority levels, time spent on the call, and final call disposition and the relationships between these factors
  - Examine patterns in this data to develop recommendations regarding adjustments to problem nature code priority levels (and this will be informed by the recommended changes in the previous analysis)

2) CNA will undertake strategic **collaboration and information sharing with other public safety initiatives** underway in the City. This collaboration will support coordination and information-sharing where appropriate, create efficiencies of time and labor, and **ensure CNA's work is informed by the robust community engagement** happening across related City initiatives.

- The CNA team will establish collaboration protocols for ongoing and new initiatives related to public safety and other close topics in the City of Minneapolis.
  - Work with the City to identify the exact initiatives to be included for specific collaborative outreach.
  - Conduct initial outreach to the key personnel or stakeholders overseeing those initiatives, in consultation with the City.
  - Work with each initiative to determine the most effective and least disruptive way to remain mutually informed.
  - Work with each initiative to determine the best way for CNA to remain engaged in the work of other initiatives that are relevant to work on the operations assessment. Strategies may include: participation in regular established meetings for the initiatives, holding regular check-in calls (monthly or semi-monthly) to share information, establishing procedures for CCing reports and other critical deliverables between initiatives, or providing account access for team collaboration tools.
- The CNA team will also coordinate with ongoing engagement and data collection efforts in the City to gather community input relevant to the specific focus of this assessment.
  - CNA will coordinate to have questions specific to our assessment added to community meetings, listening sessions, or interviews already underway or planned in other projects.
  - Where appropriate, CNA team personnel may participate in these activities for notetaking support.
- This creates efficiencies compared with the option for CNA to conduct primary data collection in community.
  - The City will benefit from reduced costs for this assessment, as primary data collection through listening sessions and community interviews are time-consuming.
  - Coordinating with existing engagement efforts helps prevent community members feeling over-engaged in general, or repeatedly engaged on public safety topics.

**Amendment to contract amount:**

Original contract amount:	\$109,480.97
Additional costs under expanded scope of services:	\$60,901.83
Amended total cost:	\$170,382.80