



OAKLAND POLICE COMMISSION

MEETING AGENDA

March 12, 2020

6:30 PM

City Council Chamber, 3rd Floor
1 Frank H. Ogawa Plaza, Oakland, CA 94612

I. Call to Order

Chair Regina Jackson

II. Roll Call and Determination of Quorum

Chair Regina Jackson

III. Welcome, Purpose, and Open Forum (2 minutes per speaker)

Chair Regina Jackson will welcome and call public speakers. The purpose of the Oakland Police Commission is to oversee the Oakland Police Department's (OPD) policies, practices, and customs to meet or exceed national standards of constitutional policing, and to oversee the Community Police Review Agency (CPRA) which investigates police misconduct and recommends discipline.

IV. California's Meyers Milias Brown Act (MMBA) and Public Employment Relations Board (PERB) Training

City of Oakland Human Resources Director Ian Appleyard will deliver a training on California's MMBA and the Public Employment Relations Board's Administration of MMBA as mandated by City Charter section 604 (c)(9) and Enabling Ordinance section 2.45.190.

This is a new item. (Attachment 4).

- a. Discussion
- b. Public Comment
- c. Action, if any

V. Report on and Review of CPRA Pending Cases, Completed Investigations, Staffing, and Recent Activities

To the extent permitted by state and local law, Executive Director John Alden will report on the Agency's pending cases, completed investigations, staffing, and recent activities.

This is a recurring item. (Attachment 5).

- a. Discussion
- b. Public Comment
- c. Action, if any

VI. Committee Reports

Representatives from the following Standing and Ad Hoc Committees will provide updates on their work. ***This is a recurring item.*** ([Attachment 6](#)).

- i. Personnel
 - ii. Outreach
 - iii. Mental Health Model
 - iv. Use of Force
 - v. Equipment
 - vi. Rules of Procedure
- a. Discussion
 - b. Public Comment
 - c. Action, if any

VII. Recruiting Process for OPD Police Chief

The Commission will discuss the process for selecting a Chief of Police and whether to use the City's Executive Recruitment contractor or choose a different one and may vote on any actions.

This is a new item. ([Attachment 7](#)).

- a. Discussion
- b. Public Comment
- c. Action, if any

VIII. Review of Current Police Commission Standing and Ad Hoc Committee Assignments

The Commission will review the current Standing and Ad Hoc Committee Assignments and may choose to make changes and establish new committees. ***This is a new item and is continued from 2.27.20.*** ([Attachment 8](#)).

- a. Discussion
- b. Public Comment
- c. Action, if any

IX. Meeting Minutes Approval

The Commission will vote to approve minutes from January 9, 23, and February 13, 20, 27, 2020. ***This is a recurring item.*** ([Attachment 9](#)).

- a. Discussion
- b. Public Comment
- c. Action, if any

X. Resolution to Direct CPRA to Hire an Outreach Coordinator

The Commission will discuss and vote to approve a resolution directing CPRA to hire an Outreach Coordinator as approved at the February 27, 2020 meeting. ***This item was discussed on 2.27.20.*** ([Attachment 10](#)).

- a. Discussion
- b. Public Comment
- c. Action, if any

XI. Commission Retreat

The Commission will discuss potential dates, format, presenters, location, and cost for a retreat. The Commission may vote on items to facilitate scheduling. ***This is a new item.***

- a. Discussion
- b. Public Comment
- c. Action, if any

XII. Liaison/Other Commissioner Reports

This time is set aside to allow Commissioners to present a brief report on their own activities, including service on committees or as liaisons to other public bodies. No action may be taken as a result of a report under this section other than to place a matter for consideration at a future meeting. ***This is a recurring item.***

- a. Discussion
- b. Public Comment
- c. Action, if any

XIII. Agenda Setting and Prioritization of Upcoming Agenda Items

The Commission will engage in a working session to discuss and determine agenda items for the upcoming Commission meeting and to agree on a list of agenda items to be discussed on future agendas. ***This is a recurring item.*** ([Attachment 13](#)).

- a. Discussion
- b. Public Comment
- c. Action, if any

XIV. Adjournment



This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin, or Spanish interpreter, please e-mail clove@oaklandca.gov or call 510-238-7785 or 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantonés, Mandarín, o de lenguaje de señas (ASL) por favor envíe un correo electrónico a clove@oaklandca.gov o llame al 510-238-7785 o 711 por lo menos cinco días hábiles antes de la reunión. Se le pide de favor que no use perfumes a esta reunión como cortesía para los que tienen sensibilidad a los productos químicos. Gracias.

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Because some persons are sensitive to certain chemicals, persons attending this meeting are requested to refrain from wearing scented products.



City of Oakland

Introduction to Labor Relations

Police Commission

March 12, 2020

Human Resources Management Department



City of Oakland

Today's Topics

- Labor Relations in the City
- Important Labor Laws
- Meet and Confer Duties - Scope
- Unfair Labor Practice - PERB
- MOU Adoption Process
- Grievance Procedure

Labor Statistics

■ Nationwide

- 1983 – 20.1% of workforce
- 2019 – 10.3% of workforce
 - 35.5% of all public sector
- New York (23.8%); South Carolina (2.6%)



■ California

- 2019 - 15.2% of workforce





City of Oakland

City of Oakland's Unions

- Service Employees International Union (SEIU), Local 1021
- International Federation of Professional and Technical Engineers (IFPTE), Local 21
- Oakland Police Officers Association (OPOA)
- Oakland Police Management Association (OPMA)
- International Association of Firefighters (IAFF), Local 55
- Confidential Management Employees Association (CMEA)
- International Brotherhood of Electrical Workers (IBEW), Local 1245

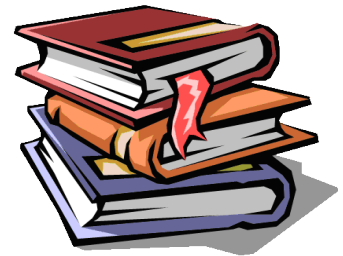
City of Oakland

Governing Documents

- Memorandum of Understanding (MOUs)
- Civil Service Rules

Labor Laws

- **Federal** - National Labor Relations Act
 - Local Governments Exempt
- **California** - Meyers-Milias-Brown Act
- **Local** – Resolution 55881



Meyers-Milias-Brown Act (MMBA)

- Adopted in 1968
- Established rights for public employee unions
- Scope of representation (Mandatory vs. Permissive)
 - Wages
 - Hours
 - Other Terms and Conditions
- Allows for local rules – compliant with MMBA

Scope of Representation (Mandatory Subjects)

■ Wages

- Salary/Hourly Rates
- Overtime
- Longevity pay
- Merit pay
- Standby Pay
- Acting Pay
- Allowances

Scope of Representation (Mandatory Subjects)

■ Hours

- Days worked per year
- Leaves
- Paid holidays
- Standby
- Meal and Rest breaks

Scope of Representation (Mandatory Subjects)

- **Other Terms and Conditions**
 - Drug and Substance Abuse Testing
 - Grievance Procedure
 - Medical and Dental Insurance
 - Dues Deductions

Management Rights

- Employer-Employee Relations Rules
- Rights include:
 - Determine organization of activities
 - Setting standards/level of service
 - Assigning and directing employees and equipment
 - Creating/Abolishing classifications
 - Taking disciplinary action
- Right to the decision, bargain over impacts

Meet and Confer

Changes that have “significant and adverse effect” on wages, hours, or working conditions



** No obligation to meet and confer over a policy or decision that does not affect matters within the scope of representation.

Meet and Confer (cont.)

- City must provide notice and an opportunity to meet
- Union must then make a valid request to bargain
- Union may request information and/or make proposals, render opinions, or ideas
- NOT meet and agree

Meet and Confer Duties

“Good faith” - a genuine desire to reach agreement and resolve differences to reach common ground

- Includes:
 - Full consideration prior to determination
 - Information requests
 - Authority at the table
 - NO delay tactics
- Impasse procedures apply

Impact Bargaining

- Employer has right to decision
- Impact on mandatory subjects of bargaining
- Bargain over the effects of the decisions

Examples:

- Layoffs
- Reorganizations
- Reduction in service levels
- Background checks for new employees

Unfair Labor Practices (ULPs)

- Violation of the MMBA or PERB regulations which interferes with the rights of the employer or employee
- Union or Management can file

Unfair Labor Practices (ULPs)

- Direct dealing with an employee
 - Employer may not bargain directly with employees over wages, hours, and other terms and conditions of employment
- Failure to respond to Union Request for Information
 - Employer must provide information necessary and relevant to the representation
- Bad Faith Bargaining
 - Union/Employer may not create an illusion of good faith bargaining without the intent to agree

Unfair Labor Practices (ULPs)

- **Retaliation**
 - Union members cannot be punished, denied a promotion or terminated for participation in lawful labor actions
- **Intimidation**
 - Employer cannot interfere with, intimidate, restrain, coerce or discriminate against an employee for exercising union rights
- **Unlawful Strike or Work Stoppage**
 - Union cannot strike pre-impasse

Public Employment Relations Board (PERB)

- State agency that enforces the MMBA
- Adjudicates application of the MMBA:
 - Duty to bargain in good faith
 - Discrimination/retaliation claims
 - Scope of bargaining
 - Interpretation and application of the local rules
 - Disputes over unit designation
 - Representation elections

Public Employment Relations Board (PERB) Process

- PERB charge filed by Charging Party
- PERB conducts a preliminary investigation
 - Responding Party may respond in writing
 - Board Agent determines if charge meets the minimum legal standard for a violation

Public Employment Relations Board (PERB) Process

- If charge fails at this stage, PERB issues a warning letter to the Charging Party to cure deficiencies with the charge

- If minimum legal standards met, PERB issues a complaint.
 - Informal Settlement Conference – PERB attempts to facilitate a resolution
 - If no resolution, PERB schedules an administrative hearing

Public Employment Relations Board (PERB) Process

- Administrative Hearing:
 - Charging Party has the burden
 - May call witness and introduce evidence
- Remedy examples:
 - Notice Posting
 - Return to Status Quo/Bargaining Table
 - Back pay and front pay
 - Reinstatement of employees terminated for union activity
 - Removal of disciplinary materials from personnel files
 - Disclosure of relevant information

MOU Adoption Process

- Authority from City Council
- Parties meet and confer in good faith
- City Council in Closed Session
- Parties sign “Tentative Agreements”
- Union membership votes
- City Council adopts (open session)

Impasse – Non-Sworn

- State Law: AB646 (2011) – Fact Finding
 - Union invokes
 - Panel of three
 - Union
 - Management
 - Neutral/Arbitrator
 - Non-binding
 - Governing board can impose
- One year + imposition

Impasse – Sworn

- Charter Section 910. Arbitration for Uniformed Members of the Police and Fire departments
 - No strike permitted
 - Union invokes
 - Parties select Neutral/Arbitrator
 - Findings are Binding
 - Wages, hours, term and other conditions of employment

Grievance Procedure – the filter

- Grievance =

- The interpretation or application of the MOU
- The application of the Personnel Rules

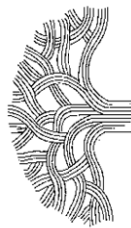
OR

- Disciplinary action taken against a represented employee



City of Oakland

Questions and Discussion

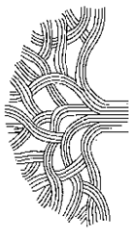


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Pending Cases (Sorted by 1-year Completion Goal)

3/4/2020
Page 1 of 3
(Total Pending = 88)

Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type* (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
19-0336	3/27/19	4/11/19	3/27/19	Investigator	MM	9/8/19	3/25/20	Use of Force	1	3	8	Excessive force; performance of duty; failure to accept complaint.
19-0416	4/17/19	4/19/19	4/17/19	Investigator	AN	10/16/19	4/15/20	Use of Force	1	7	10	Excessive force (K-9 bite); Authority and responsibilities (Commanding officers); Authority and responsibilities (Supervisors), PDRD.
19-0422	4/20/19	5/7/19	4/20/19	Investigator	JS	11/3/19	4/18/20	Use of Force	1	5	4	PDRD; Excessive force
19-0775	7/31/19	8/5/19	8/5/19	Investigator	CS	2/1/20	5/3/20	Other	2	3	3	Service Complaint, No MOR, Demeanor
19-1053	5/5/19	12/28/19	9/27/19	Investigator	CS	3/25/20	5/3/20	Other	1	1	1	Truthfulness
19-0497	5/14/19	5/15/19	5/14/19	Investigator	ED	11/11/19	5/12/20	Profiling	1	3	8	Harassment/discrimination (race), performance of duty.
19-0515	5/20/19	5/20/19	5/20/19	Investigator	AL	11/16/19	5/18/20	Use of Force	1	2	3	Use of Force, Performance of Duty
19-0658	5/30/19	6/7/19	6/7/19	Investigator	JS	12/4/19	6/1/20	Other	2	2	7	Improper detention; arrest; search; handcuffing; demeanor
20-0045	1/29/19	2/8/19	1/29/19	Investigator	AN	8/7/19	6/2/20	Other	1	1	5	Performance of Duty, Truthfulness
19-0685	6/11/19	6/20/19	6/12/19	Investigator	JS	12/17/19	6/10/20	Use of Force	1	3	8	Demeanor; improper search; use of force; pointing of weapon
19-0590	6/13/19	6/20/19	6/13/19	Investigator	AN	12/17/19	6/11/20	Other	1	4	7	Discrimination, Failure to Take a Report, Failure to Act
19-0597	6/12/19	6/15/19	6/15/19	Investigator	CS	12/17/19	6/13/20	Use of Force	1	1	2	Improper Search, Excessive Force
19-0593	6/15/19	6/20/19	6/15/19	Investigator	ED	12/17/19	6/13/20	Use of Force	1	3	11	Excessive Force
19-0601	6/17/19	6/20/19	6/17/19	Investigator	MM	12/17/19	6/15/20	Use of Force	1	3	5	Excessive force; demeanor
19-0628	6/20/19	6/21/19	6/20/19	Investigator	JS	12/18/19	6/19/20	Other	2	1	1	Performance of duty
19-1005	N/A	9/17/19	9/17/19	Investigator	MM	12/18/19	6/19/20	Other	1	2	2	Improper Investigation
19-0619	6/24/19	7/18/19	7/18/19	Investigator	MM	1/14/20	6/22/20	Use of Force	1	2	11	Improper Search, Excessive Force, Performance of Duty
19-0878	6/27/19	8/21/19	8/20/19	Investigator	ED	2/17/20	6/26/20	Use of Force	1	5	21	Use of force, false arrest, performance of duty, demeanor, Miranda violation, custody of prisoners, failure to take a complaint
19-0651	7/1/19	7/8/19	7/1/19	Investigator	CS	1/4/20	6/29/20	Other	1	1	6	Improper Stop, Failure to Provide Serial Number
19-0685	6/26/19	7/12/19	7/9/19	Investigator	AN	1/9/20	7/7/20	Other	2	2	2	Performance of Duty, Improper Search/Seizure
19-0693	6/24/19	1/16/19	7/11/19	Investigator	AN	5/4/20	7/9/20	Use of Force	1	4	7	Use of Force, Unlawful arrest
19-0753	7/26/19	8/6/19	7/26/19	Investigator	AL	2/2/20	7/24/20	Use of Force	1	1	2	Excessive force; performance of duty.
20-0098	1/29/20	1/29/20	1/29/20	Intake	CD	7/27/20	7/27/20	General	2	2	2	Performance of Duty
19-0869	8/18/19	8/21/19	8/21/19	Investigator	MM	2/17/20	8/16/20	Use of Force	1	2	2	Use of Force
19-0877	8/19/19	8/21/19	8/19/19	Investigator	AN	2/17/20	8/17/20	Use of Force	1	2	5	Harassment and Discrimination/Race, Unlawful arrest, Use of Force,
19-0906	8/26/19	8/28/19	8/26/19	Investigator	JS	2/24/20	8/24/20	Use of Force	1	1	3	Excessive force; handcuffing; demeanor
19-0911	8/27/19	8/29/19	8/27/19	Investigator	AL	2/25/20	8/25/20	Use of Force	1	2	3	Excessive Force, Performance of Duty
19-1068	9/30/19	10/2/19	10/2/19	Investigator	CS	3/30/20	9/28/20	Other	1	1	2	Performance of Duty
19-1091	10/4/19	10/9/19	10/4/19	Investigator	ED	4/6/20	10/2/20	Use of Force	1	3	5	Use of Force
19-1093	10/5/19	10/9/19	10/5/19	Investigator	AL	4/6/20	10/3/20	Use of Force	1	4	8	Use of Force, Performance of Duty
19-1114	10/9/19	10/11/19	10/10/19	Intake	MB	4/8/20	10/8/20	Other	2	1	1	Demeanor
19-1141	10/9/19	10/15/19	10/15/19	Intake	CD	4/12/20	10/9/20	Other	1	1	3	Conduct Toward Others, Failure to Accept or Refer a Complaint, Truthfulness

* The Type (604(f) or Other) column addresses whether the investigation contains allegations for which a full investigation is mandated under Oakland City Charter Section 604 (Measure LL). The allegation types listed in this column are: DUI, Profiling, Use of Force, In Custody Death, 1st Amendment Assembly or Other.

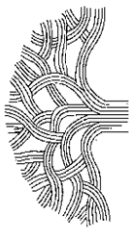


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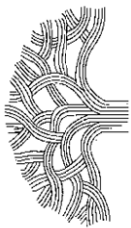
Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type* (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
19-1123	10/10/19	10/15/19	10/11/19	Intake	RM	4/12/20	10/9/20	Use of Force	1	2	2	Use of Force
19-1150	10/15/19	10/15/19	10/15/19	Intake	RM	4/12/20	10/13/20	Use of Force	1	2	6	Demaneor, Improper Arrest, Use of Force
19-1169	10/17/19	10/22/19	10/17/19	Investigator	ED	4/19/20	10/15/20	Use of Force, Profiling	1	3	11	Excessive force, false arrest, discrimination, Miranda violation
19-1153	10/17/19	10/17/19	10/18/19	Investigator	MM	4/15/20	10/15/20	Profiling	1	2	10	Identity Profiling by Race or Ethnicity, Unintentional/Improper Search or seizure, or arrest,
19-1159	10/17/19	10/22/19	10/17/19	Intake	RM	4/19/20	10/15/20	Use of Force	1	3	4	Performance of Duty, Use of Force
19-1226	11/2/19	11/2/19	11/5/19	Intake	CD	4/30/20	10/31/20	Other	2	1	1	No MOR Violation
19-1264	11/10/19	11/14/19	11/10/19	Intake	CD	5/12/20	11/8/20	Profiling	2	1	1	Harassment and discrimination, profiling,
19-1263	11/14/19	11/14/19	11/12/19	Intake	CD	5/12/20	11/10/20	Profiling	1	3	1	Profiling, Performance of Duty,
19-1311	11/14/19	11/28/19	11/14/19	Intake	CD	5/24/20	11/12/20	Other	2	1	1	Performance of Duty
19-1295	8/23/19	11/19/19	11/19/19	Intake	CD	5/17/20	11/17/20	Use of Force	1	2	8	No MOR, Demaneor, Performance of Duty, Use of Force,
19-1296	11/19/19	11/21/19	11/20/19	Intake	CD	5/19/20	11/18/20	Profiling	1	2	2	Harassment and Discrimination,
19-1320	11/24/19	11/26/19	11/24/19	Intake	CD	5/24/19	11/22/20	Use of Force	1	2	4	Harassment and Discrimination, Use of Force,
19-1315	11/24/19	11/26/19	11/24/19	Intake	RM	5/24/20	11/22/20	Other	2	2	4	Performance of Duty, Rudeness
19-1328	5/31/19	12/3/19	11/27/19	Intake	CD	5/31/19	11/25/20	Profiling	1	1	2	Harassment and Discrimination, Performance of Duty,
19-1331	11/1/19	12/3/19	11/27/19	Intake	MB	5/31/20	11/25/20	Profiling	1	3	5	Profiling
19-1337	11/30/19	12/3/19	11/30/19	Intake	CD	5/31/20	11/28/20	Use of Force	1	2	2	Use of Force
19-1334	11/29/19	12/4/19	11/30/19	Intake	MB	6/1/20	11/28/20	Use of Force	1	2	2	Use of Force
19-1362	12/5/19	12/5/19	12/9/19	Intake	RM	6/6/20	12/3/20	Use of Force	1	1	1	Use of Force
19-1366	12/5/19	12/9/19	12/6/19	Intake	CD	6/6/20	12/4/20	Use of Force	1	2	7	No MOR, Performance of Duty, Use of Force,
19-1379	12/7/19	12/7/19	12/7/19	Intake	MB	6/4/20	12/5/20	Other	1	1	1	Performance of Duty
19-1372	12/10/19	12/10/19	12/8/19	Intake	MB	6/7/20	12/6/20	Use of Force	1	2	4	Use of Force
19-1390	12/8/19	12/13/19	12/12/19	Intake	CD	6/10/20	12/10/20	Use of Force	1	1	3	Performance of Duty, Use of Force,
19-1391	12/13/19	12/19/19	12/13/19	Intake	MB	6/14/20	12/11/20	Use of Force	1	2	4	Use of Force
19-1398	12/15/19	12/17/19	12/15/19	Intake	CD	6/14/20	12/13/20	Use of Force	1	1	1	Use of Force
19-1446	12/17/19	12/18/19	12/17/19	Intake	CD	6/15/20	12/15/20	Other	1	2	2	Performance of Duty
19-1420	12/19/19	12/28/19	12/19/19	Intake	MB	6/23/20	12/18/20	Profiling	1	2	4	Profiling, Demaneor
19-1423	12/20/19	12/26/19	12/21/19	Intake	CD	6/23/20	12/19/20	Use of Force	1	1	1	Use of Force
19-1440	12/24/19	12/27/19	12/24/19	Intake	CD	6/24/20	12/22/20	Use of Force	1	1	1	Use of Force
19-1444	12/23/19	12/19/19	12/23/19	Intake	CD	6/16/20	12/22/20	General	2	1	1	Performance of Duty
19-1447	12/26/19	12/31/19	12/26/19	Intake	MB	6/28/20	12/24/20	Use of Force	1	1	2	Use of Force
20-0016	1/5/20	1/7/20	1/5/20	Intake	MB	7/5/20	1/3/21	Use of Force	1	1	2	Use of Force, Performance of Duty
20-0014	1/5/20	1/7/20	1/5/20	Intake	MB	7/5/20	1/5/21	Profiling	1	1	2	Profiling
20-0018	7/22/19	1/7/20	1/6/20	Intake	MB	7/5/20	1/6/21	Profiling	1	1	2	Profiling
20-0035	1/9/20	1/10/20	1/9/20	Intake	CD	7/8/20	1/7/21	Use of Force	1	1	2	Use of Force
20-0042	1/10/20	1/15/20	1/10/20	Intake	CD	7/13/20	1/8/21	General	2	1	1	Performance of Duty

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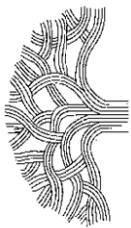
Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type* (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
20-0044	1/10/20	1/15/20	1/10/20	Intake	CD	7/13/20	1/8/21	Harassment	1	3	3	Conduct towards others (Harassment and discrimination / Race).
20-0051	11/20/19	1/6/20	1/14/20	Investigator	JS	7/14/20	1/11/21	Other	1	1	1	Inaccurate report
20-0050	1/14/20	1/16/20	1/14/20	Intake	MB	7/14/20	1/14/21	Use of Force	1	2	6	Use of Force
20-0085	12/15/19	1/22/20	1/19/20	Intake	MB	7/20/20	1/19/21	Use of Force	1	1	1	Use of Force
20-0116	1/22/20	2/4/20	1/20/20	Intake	CD	8/2/20	1/20/21	Harassment	1	2	2	Conduct Towards Others / Performance of Duty
20-0085	1/10/20	1/28/20	1/24/20	Intake	MB	7/26/20	1/24/21	Use of Force	1	1	3	Use of Force
20-0088	1/28/20	1/28/20	1/1/20	Intake	CD	7/26/20	1/27/21	Harassment	1	1	1	Conduct towards others (Harassment and discrimination / Race)
20-0104	1/29/20	1/31/20	1/30/20	Intake	CD	7/29/20	1/28/21	Harassment	1	1	1	Conduct towards others (Harassment and discrimination / Race)
20-0125	2/1/20	2/4/20	1/30/20	Intake	CD	8/2/20	1/30/21	Harassment	1	1	3	Conduct Towards Others/Performance of Duty
20-0106	1/29/20	1/31/20	1/30/20	Intake	MB	7/29/20	1/30/21	Use of Force	1	1	1	Use of Force
20-0119	1/31/20	2/4/20	1/31/20	Intake	MB	8/2/20	1/30/21	Use of Force	1	1	1	Use of Force
20-0160	2/7/20	2/13/20	2/5/20	Intake	CD	8/11/20	2/5/21	Use of Force	1	1	1	Use of Force
20-0161	2/10/20	2/13/20	2/8/20	Intake	MB	8/11/20	2/7/21	Use of Force	1	1	1	Use of Force
20-0201	2/10/20	2/10/20	2/3/20	Intake	MB	8/8/20	2/8/21	Other	2	1	1	Performance of Duty
20-0236	2/10/20	2/10/20	2/13/20	Intake	MB	8/8/20	2/8/21	Other	2	1	1	Performance of Duty
20-0177	2/10/20	2/11/20	2/14/20	Intake	MB	8/9/20	2/14/21	Use of Force	1	1	1	Use of Force
20-0200	2/19/20	2/20/20	2/19/20	Intake	MB	8/18/20	2/18/21	Other	2	1	1	Performance of Duty
20-0211	2/23/20	2/23/20	2/23/20	Intake	CE	8/21/20	2/21/21	Racial Profiling	1	4	4	Conduct Towards Others
20-0228	2/23/20	2/23/20	2/23/20	Intake	MB	8/21/20	2/21/21	Other	2	1	1	Performance of Duty
20-0206	2/23/20	2/25/20	2/23/19	Intake	CD	8/23/20	2/23/21	General	2	1	4	Performance of Duty, Conduct Towards Others
18-0335	4/4/18	4/12/18	4/4/18	Investigator	JS	10/4/18	Tolled	Use of Force	1	1	1	Use of Taser; PDRD violation.

* The Type (604(f) or Other) column addresses whether the investigation contains allegations for which a full investigation is mandated under Oakland City Charter Section 604 (Measure LL). The allegation types listed in this column are: DUI, Profiling, Use of Force, In Custody Death, 1st Amendment Assembly or Other.

**COMMUNITY POLICE REVIEW AGENCY**
Pending Cases (Sorted by Assigned Staff)

Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
19-0515	5/20/19	5/20/19	5/20/19	Investigator	AL	11/16/19	5/18/20	Use of Force	1	2	3	Use of Force, Performance of Duty
19-0753	7/26/19	8/6/19	7/26/19	Investigator	AL	2/2/20	7/24/20	Use of Force	1	1	2	Excessive force; performance of duty.
19-0911	8/27/19	8/29/19	8/27/19	Investigator	AL	2/25/20	8/25/20	Use of Force	1	2	3	Excessive Force, Performance of Duty
19-1093	10/5/19	10/9/19	10/5/19	Investigator	AL	4/6/20	10/3/20	Use of Force	1	4	8	Use of Force, Performance of Duty
19-0416	4/17/19	4/19/19	4/17/19	Investigator	AN	10/16/19	4/15/20	Use of Force	1	7	10	Excessive force (K-9 bite); Authority and responsibilities (Commanding officers); Authority and responsibilities (Supervisors); PDRD.
19-0590	6/13/19	6/20/19	6/13/19	Investigator	AN	12/17/19	6/11/20	Other	1	4	7	Discrimination, Failure to Take a Report, Failure to Act
19-0685	6/26/19	7/12/19	7/9/19	Investigator	AN	1/9/20	7/7/20	Other	2	2	2	Performance of Duty, Improper Search/Seizure
19-0693	6/24/19	11/6/19	7/11/19	Investigator	AN	5/4/20	7/9/20	Use of Force	1	4	7	Use of Force, Unlawful arrest
19-0877	8/19/19	8/21/19	8/19/19	Investigator	AN	2/17/20	8/17/20	Use of Force	1	2	5	Harassment and Discrimination/Race, Unlawful arrest, Use of Force,
20-0045	1/29/19	2/8/19	1/29/19	Investigator	AN	8/7/19	6/2/20	Other	1	1	5	Performance of Duty, Truthfulness
19-0597	6/12/19	6/15/19	6/15/19	Investigator	CS	12/17/19	6/13/20	Use of Force	1	1	2	Improper Search, Excessive Force
19-0651	7/1/19	7/8/19	7/1/19	Investigator	CS	1/4/20	6/29/20	Other	1	1	6	Improper Stop, Failure to Provide Serial Number
19-0775	7/31/19	8/5/19	8/5/19	Investigator	CS	2/1/20	5/3/20	Other	2	3	3	Service Complaint, No MOR, Demeanor
19-1053	5/5/19	12/26/19	9/27/19	Investigator	CS	3/25/20	5/3/20	Other	1	1	1	Truthfulness
19-1068	9/30/19	10/2/19	10/2/19	Investigator	CS	3/30/20	9/28/20	Other	1	1	2	Performance of Duty
19-0497	5/14/19	5/15/19	5/14/19	Investigator	ED	11/11/19	5/12/20	Profiling	1	3	8	Harassment/discrimination (race), performance of duty.
19-0593	6/15/19	6/20/19	6/15/19	Investigator	ED	12/17/19	6/13/20	Use of Force	1	3	11	Excessive Force
19-0878	6/27/19	8/21/19	8/20/19	Investigator	ED	2/17/20	6/26/20	Use of Force	1	5	21	Use of force, false arrest, performance of duty, demeanor, Miranda violation, custody of prisoners, failure to take a complaint
19-1091	10/4/19	10/9/19	10/4/19	Investigator	ED	4/6/20	10/2/20	Use of Force	1	3	5	Use of Force
19-1169	10/17/19	10/22/19	10/17/19	Investigator	ED	4/19/20	10/15/20	Use of Force, Profiling	1	3	11	Excessive force, false arrest, discrimination, Miranda violation
18-0335	4/4/18	4/12/18	4/4/18	Investigator	JS	10/4/18	Tolled	Use of Force	1	1	1	Use of Taser; PDRD violation.
19-0422	4/20/19	5/7/19	4/20/19	Investigator	JS	11/3/19	4/18/20	Use of Force	1	5	4	PDRD; Excessive force
19-0658	5/30/19	6/7/19	6/7/19	Investigator	JS	12/4/19	6/1/20	Other	2	2	7	Improper detention; arrest; search; handcuffing; demeanor
19-0685	6/11/19	6/20/19	6/12/19	Investigator	JS	12/17/19	6/10/20	Use of Force	1	3	8	Demeanor; improper search; use of force; pointing of weapon
19-0628	6/20/19	6/21/19	6/20/19	Investigator	JS	12/18/19	6/19/20	Other	2	1	1	Performance of duty
19-0906	8/26/19	8/28/19	8/26/19	Investigator	JS	2/24/20	8/24/20	Use of Force	1	1	3	Excessive force; handcuffing; demeanor
20-0051	11/20/19	1/6/20	1/14/20	Investigator	JS	7/14/20	1/11/21	Other	1	1	1	Inaccurate report
19-0336	3/27/19	4/11/19	3/27/19	Investigator	MM	9/8/19	3/25/20	Use of Force	1	3	8	Excessive force; performance of duty; failure to accept complaint.
19-0601	6/17/19	6/20/19	6/17/19	Investigator	MM	12/17/19	6/15/20	Use of Force	1	3	5	Excessive force; demeanor
19-0619	6/24/19	7/18/19	7/18/19	Investigator	MM	1/14/20	6/22/20	Use of Force	1	2	11	Improper Search, Excessive Force, Performance of Duty
19-0869	8/18/19	8/21/19	8/21/19	Investigator	MM	2/17/20	8/16/20	Use of Force	1	2	2	Use of Force
19-1005	N/A	9/17/19	9/17/19	Investigator	MM	12/18/19	6/19/20	Other	1	2	2	Improper Investigation

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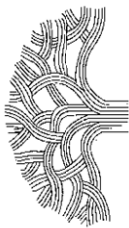


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Pending Cases (Sorted by Assigned Staff)

3/4/2020
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(Total Pending = 88)

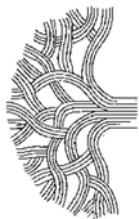
Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
19-1153	10/17/19	10/17/19	10/18/19	Investigator	MM	4/15/20	10/15/20	Profiling	1	2	10	Identity Profiling by Race or Ethnicity, Unintentional/Improper Search or seizure, or arrest,
19-1141	10/9/19	10/15/19	10/15/19	Intake	CD	4/12/20	10/9/20	Other	1	1	3	Conduct Toward Others, Failure to Accept or Refer a Complaint, Truthfulness
19-1226	11/2/19	11/2/19	11/5/19	Intake	CD	4/30/20	10/31/20	Other	2	1	1	No MOR Violation
19-1263	11/14/19	11/14/19	11/12/19	Intake	CD	5/12/20	11/10/20	Profiling	1	3	1	Profiling, Performance of Duty,
19-1264	11/10/19	11/14/19	11/10/19	Intake	CD	5/12/20	11/8/20	Profiling	2	1	1	Harassment and discrimination, profiling,
19-1295	8/23/19	11/19/19	11/19/19	Intake	CD	5/17/20	11/17/20	Use of Force	1	2	8	No MOR, Demeanor, Performance of Duty, Use of Force,
19-1296	11/19/19	11/21/19	11/20/19	Intake	CD	5/19/20	11/18/20	Profiling	1	2	2	Harassment and Discrimination,
19-1311	11/14/19	11/26/19	11/14/19	Intake	CD	5/24/20	11/12/20	Other	2	1	1	Performance of Duty
19-1320	11/24/19	11/26/19	11/24/19	Intake	CD	5/24/19	11/22/20	Use of Force	1	2	4	Harassment and Discrimination, Use of Force,
19-1328	5/31/19	12/3/19	11/27/19	Intake	CD	5/31/19	11/25/20	Profiling	1	1	2	Harassment and Discrimination, Performance of Duty,
19-1337	11/30/19	12/3/19	11/30/19	Intake	CD	5/31/20	11/28/20	Use of Force	1	2	2	Use of Force
19-1366	12/5/19	12/9/19	12/6/19	Intake	CD	6/6/20	12/4/20	Use of Force	1	2	7	No MOR, Performance of Duty, Use of Force,
19-1390	12/8/19	12/13/19	12/12/19	Intake	CD	6/10/20	12/10/20	Use of Force	1	1	3	Performance of Duty, Use of Force,
19-1398	12/15/19	12/17/19	12/15/19	Intake	CD	6/14/20	12/13/20	Use of Force	1	1	1	Use of Force
19-1423	12/20/19	12/26/19	12/21/19	Intake	CD	6/23/20	12/19/20	Use of Force	1	1	1	Use of Force
19-1440	12/24/19	12/27/19	12/24/19	Intake	CD	6/24/20	12/22/20	Use of Force	1	1	1	Use of Force
19-1444	12/23/19	12/19/19	12/23/19	Intake	CD	6/16/20	12/22/20	General	2	1	1	Performance of Duty
19-1446	12/17/19	12/18/19	12/17/19	Intake	CD	6/15/20	12/15/20	Other	1	2	2	Performance of Duty
20-0035	1/9/20	1/10/20	1/9/20	Intake	CD	7/8/20	1/7/21	Use of Force	1	1	2	Use of Force
20-0042	1/10/20	1/15/20	1/10/20	Intake	CD	7/13/20	1/8/21	General	2	1	1	Performance of Duty
20-0044	1/10/20	1/15/20	1/10/20	Intake	CD	7/13/20	1/8/21	Harassment	1	3	3	Conduct towards others (Harassment and discrimination / Race).
20-0088	1/28/20	1/28/20	1/1/20	Intake	CD	7/26/20	1/27/21	Harassment	1	1	1	Conduct towards others (Harassment and discrimination / Race)
20-0098	1/29/20	1/29/20	1/29/20	Intake	CD	7/27/20	7/27/20	General	2	2	2	Performance of Duty
20-0104	1/29/20	1/31/20	1/30/20	Intake	CD	7/29/20	1/28/21	Harassment	1	1	1	Conduct towards others (Harassment and discrimination / Race)
20-0116	1/22/20	2/4/20	1/20/20	Intake	CD	8/2/20	1/20/21	Harassment	1	2	2	Conduct Towards Others / Performance of Duty
20-0125	2/1/20	2/4/20	1/30/20	Intake	CD	8/2/20	1/30/21	Harassment	1	1	3	Conduct Towards Others/Performance of Duty
20-0160	2/7/20	2/13/20	2/5/20	Intake	CD	8/11/20	2/5/21	Use of Force	1	1	1	Use of Force
20-0206	2/23/20	2/25/20	2/23/19	Intake	CD	8/23/20	2/23/21	General	2	1	4	Performance of Duty, Conduct Towards Others
20-0211	2/23/20	2/23/20	2/23/20	Intake	CE	8/21/20	2/21/21	Racial Profiling	1	4	4	Conduct Towards Others
19-1114	10/9/19	10/11/19	10/10/19	Intake	MB	4/8/20	10/8/20	Other	2	1	1	Demeanor
19-1331	11/1/19	12/3/19	11/27/19	Intake	MB	5/31/20	11/25/20	Profiling	1	3	5	Profiling
19-1334	11/29/19	12/4/19	11/30/19	Intake	MB	6/1/20	11/28/20	Use of Force	1	2	2	Use of Force
19-1372	12/10/19	12/10/19	12/8/19	Intake	MB	6/7/20	12/6/20	Use of Force	1	2	4	Use of Force

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Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
19-1379	12/7/19	12/7/19	12/7/19	Intake	MB	6/4/20	12/5/20	Other	1	1	1	Performance of Duty
19-1381	12/13/19	12/19/19	12/13/19	Intake	MB	6/14/20	12/11/20	Use of Force	1	2	4	Use of Force
19-1420	12/19/19	12/28/19	12/19/19	Intake	MB	6/23/20	12/18/20	Profiling	1	2	4	Profiling; Demeanor
19-1447	12/26/19	12/31/19	12/26/19	Intake	MB	6/28/20	12/24/20	Use of Force	1	1	2	Use of Force
20-0014	1/5/20	1/7/20	1/5/20	Intake	MB	7/5/20	1/5/21	Profiling	1	1	2	Profiling
20-0016	1/5/20	1/7/20	1/5/20	Intake	MB	7/5/20	1/3/21	Use of Force	1	1	2	Use of Force; Performance of Duty
20-0018	7/22/19	1/7/20	1/6/20	Intake	MB	7/5/20	1/6/21	Profiling	1	1	2	Profiling
20-0050	1/14/20	1/16/20	1/14/20	Intake	MB	7/14/20	1/14/21	Use of Force	1	2	6	Use of Force
20-0065	12/15/19	1/22/20	1/19/20	Intake	MB	7/20/20	1/19/21	Use of Force	1	1	1	Use of Force
20-0085	1/10/20	1/28/20	1/24/20	Intake	MB	7/26/20	1/24/21	Use of Force	1	1	3	Use of Force
20-0106	1/29/20	1/31/20	1/30/20	Intake	MB	7/29/20	1/30/21	Use of Force	1	1	1	Use of Force
20-0119	1/31/20	2/4/20	1/31/20	Intake	MB	8/2/20	1/30/21	Use of Force	1	1	1	Use of Force
20-0161	2/10/20	2/13/20	2/8/20	Intake	MB	8/11/20	2/7/21	Use of Force	1	1	1	Use of Force
20-0177	2/10/20	2/11/20	2/14/20	Intake	MB	8/9/20	2/14/21	Use of Force	1	1	1	Use of Force
20-0200	2/19/20	2/20/20	2/19/20	Intake	MB	8/18/20	2/18/21	Other	2	1	1	Performance of Duty
20-0201	2/10/20	2/10/20	2/3/20	Intake	MB	8/8/20	2/8/21	Other	2	1	1	Performance of Duty
20-0228	2/23/20	2/23/20	2/23/20	Intake	MB	8/21/20	2/21/21	Other	2	1	1	Performance of Duty
20-0236	2/10/20	2/10/20	2/13/20	Intake	MB	8/8/20	2/8/21	Other	2	1	1	Performance of Duty
19-1123	10/10/19	10/15/19	10/11/19	Intake	RM	4/12/20	10/9/20	Use of Force	1	2	2	Use of Force
19-1150	10/15/19	10/15/19	10/15/19	Intake	RM	4/12/20	10/13/20	Use of Force	1	2	6	Demeanor, Improper Arrest, Use of Force
19-1159	10/17/19	10/22/19	10/17/19	Intake	RM	4/19/20	10/15/20	Use of Force	1	3	4	Performance of Duty, Use of Force
19-1315	11/24/19	11/26/19	11/24/19	Intake	RM	5/24/20	11/22/20	Other	2	2	4	Performance of Duty, Rudeness
19-1362	12/5/19	12/5/19	12/9/19	Intake	RM	6/6/20	12/3/20	Use of Force	1	1	1	Use of Force

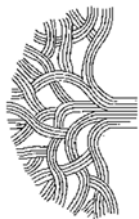
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CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Recently Completed Investigations
(Allegations in bold were discovered by CPRA investigators)

3/4/20
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(Total Completed = 36)

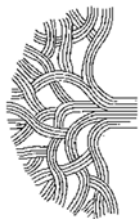
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
AL	19-0123	1/27/19	1/15/20	1/27/20	Subject Officer 1	1. Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>
						2. Performance of Duty – Care of Property	<i>Unfounded</i>
						3. Conduct Toward Others – Demeanor	<i>Unfounded</i>
						4. Obstructing the Internal Affairs Process	<i>Unfounded</i>
						5. Use of Force – Level 1	<i>Unfounded</i>
					Subject Officer 2	1. Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>
						2. Performance of Duty – Care of Property	<i>Unfounded</i>
						3. Use of Force – Level 1	<i>Unfounded</i>
						4. Failure to Accept or Refer a Complaint (Unintentional)	<i>Not Sustained</i>
					Subject Officer 3	1. Performance of Duty – Care of Property	<i>Unfounded</i>
						2. Use of Force – Level 1	<i>Unfounded</i>
						3. Failure to Accept or Refer a Complaint (Unintentional)	<i>Unfounded</i>
					Subject Officer 4	1. Performance of Duty – Care of Property	<i>Unfounded</i>



CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Recently Completed Investigations
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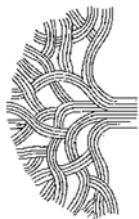
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
						2. Conduct Toward Others – Demeanor	<i>Unfounded</i>
						3. Failure to Accept or Refer a Complaint (Unintentional)	<i>Not Sustained</i>
AL	19-0206	2/16/19	1/15/20	2/15/20	Subject Officer 1	1. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
						2. Use of Force – Level 4	<i>Unfounded</i>
					Subject Officer 2	3. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
						4. Use of Force – Level 4	<i>Unfounded</i>
AN	19-0220	2/20/19	2/3/20	2/19/20	Subject Officer 1	1. Use of Force	<i>Exonerated</i>
CS	19-0207	2/18/19	2/6/20	2/17/20	Subject Officer 1	1. Performance of Duty – PDRD	<i>Sustained</i>
						2. Performance of Duty – PDRD	<i>Sustained</i>
						3. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Unfounded</i>
						4. Performance of Duty – Report Writing	<i>Unfounded</i>



CITY OF OAKLAND
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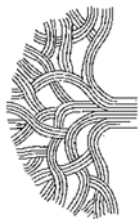
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
					Subject Officer 2	5. Use of Force	<i>None – No Longer with Department</i>
						6. Conduct Toward Others - Demeanor	<i>None – No Longer with Department</i>
					Subject Officer 3	7. Use of Force	<i>Unfounded</i>
						8. Use of Force	<i>Exonerated</i>
						9. Use of Force	<i>Exonerated</i>
						10. Use of Force	<i>Unfounded</i>
						11. Conduct Toward Others – Demeanor	<i>Unfounded</i>
CS	19-0235	2/24/19	2/21/20	2/23/20	Subject Officer 1	1. Performance of Duty – General	<i>Sustained</i>
						2. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
						3. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Not Sustained</i>
						4. Performance of Duty – Care of Property	<i>Unfounded</i>



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Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
						5. Use of Force	<i>Not Sustained</i>
					Subject Officer 2	6. Performance of Duty – Care of Property	<i>Sustained</i>
						7. Use of Force	<i>Unfounded</i>
						8. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
						9. Use of Force	<i>Unfounded</i>
						10. Use of Force	<i>Unfounded</i>
					Subject Officer 3	11. Use of Force	<i>Unfounded</i>
					Subject Officer 4	12. Use of Force	<i>Unfounded</i>
					Subject Officer 5	13. Use of Force	<i>Unfounded</i>
					Subject Officer 6	14. Use of Force	<i>Unfounded</i>
					Subject Officer 7	15. Use of Force	<i>Unfounded</i>
JS	18-0214	2/24/18	2/21/20	2/28/20	Subject Officer 1	1. Conduct Toward Others – Demeanor	<i>Sustained</i>



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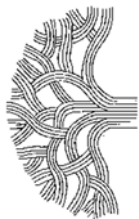
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
AL	19-0263	3/3/19	2/25/20	3/2/20	Subject Officer 2	2. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Sustained
						3. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Not Sustained
						4. Performance of Duty – Reports	Sustained
						5. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Exonerated
						6. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Exonerated
						1. Performance of Duty – PDRD	Sustained
AL	19-0263	3/3/19	2/25/20	3/2/20	Subject Officer 1	2. Use of Force (Level 3) – Taser	Exonerated
						3. Use of Force (Level 3)	Unfounded
						4. Performance of Duty – PDRD	Sustained
						5. Use of Force (Level 3)	Unfounded
						6. Use of Force (Level 3)	Unfounded



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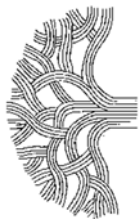
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
RM	19-0993	9/14/19	1/18/20	9/13/20	Subject Officer 4	7. Use of Force (Level 3)	Unfounded
					Subject Officer 1	1. Performance of Duty – General	Unfounded
					Subject Officer 2	2. Performance of Duty – General	Unfounded
MB	19-1161	10/17/19	1/18/20	10/16/20	Subject Officer 1	1. Use of Force	Exonerated
MB	19-1190	10/25/19	1/18/20	10/23/20	Subject Officer 1	1. Performance of Duty – General	Unfounded
					Subject Officer 2	2. Use of Force	Unfounded
						3. Performance of Duty – General	Unfounded
						4. Use of Force	Unfounded
MB	19-1224	11/4/19	1/18/20	11/2/20	Subject Officer 1	1. Use of Force	Unfounded
KT	19-0276	4/8/18	1/25/20	3/3/20	Subject Officer 1	1. Conduct Toward Others – Demeanor	Sustained
					Subject Officer 2	2. Performance of Duty – General	Not Sustained
						3. Use of Force	Not Sustained
MB	19-1254	11/10/19	1/23/20	11/8/20	Officer Unknown	1. Conduct Toward Others – Harassment and Discrimination	Unfounded



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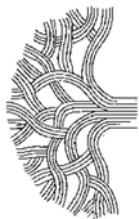
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
MB	19-1044	9/25/19	1/23/20	9/23/20	Subject Officer 1	1. Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>
MB	19-1218	11/2/19	2/5/20	10/31/20	Subject Officer 1	1. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Unfounded</i>
2. Use of Force							<i>Unfounded</i>
CD	19-0922	8/29/19	1/23/20	8/27/20	Subject Officer 1	1. Service Complaint	<i>Unfounded</i>
2. Use of Force							<i>Unfounded</i>
MB	19-1245	11/9/19	1/30/20	11/7/20	Officer Unknown	1. Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>
2. Performance of duty – Intentional Search Seizure or Arrest							<i>Exonerated</i>
RM	19-0839	8/8/19	1/31/20	8/10/20	Unknown Officer	1. Conduct Toward Others – Harassment and Discrimination	<i>Complaint Withdrawn</i>
2. Performance of Duty – General							<i>Complaint Withdrawn</i>
CD	19-0978	9/13/19	2/1/20	9/11/20	Subject Officer 1	1. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
2. Use of Force							<i>Unfounded</i>
3. Use of Force							<i>Unfounded</i>



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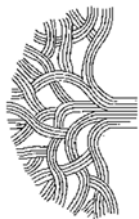
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
MB	19-0987	9/14/19	2/1/20	9/14/20	No Officer/Service Complaint	1. Custody of Prisoners – Treatment and Maintaining Control	<i>Unfounded</i>
						2. No MOR Violation	<i>No MOR</i>
						3. Conduct Toward Others – Demeanor	<i>Unfounded</i>
						4. Performance of Duty – General	<i>Unfounded</i>
						5. Performance of Duty – General	<i>Unfounded</i>
						6. Reports and Bookings	<i>Unfounded</i>
MB	19-1143	10/14/19	2/1/20	10/20/20	Subject Officer 1	1. Use of Force	<i>Exonerated</i>
MB	19-1228	11/3/19	2/1/20	11/2/20	Unknown Officer	1. Conduct Toward Others – Demeanor	<i>Unfounded</i>
MB	19-1261	11/12/19	2/1/20	11/11/20	Subject Officer 1	1. Use of Force	<i>Exonerated</i>
RM	19-0849	8/14/19	2/5/20	8/12/20	Subject Officer 1	2. Use of Force	<i>Unfounded</i>
						1. Conduct Toward Others – Harassment and Discrimination	<i>Exonerated</i>
						2. Use of Force	<i>Exonerated</i>
						3. Performance of Duty – General	<i>Exonerated</i>



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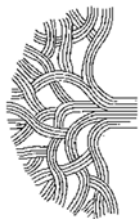
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
						4. Use of Force	<i>Exonerated</i>
						5. Conduct Toward Others – Harassment and Discrimination	<i>Exonerated</i>
					Subject Officer 3	6. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
						7. Performance of Duty – Care of Property	<i>Exonerated</i>
						8. Use of Force	<i>Exonerated</i>
KT	19-0261	6/2/18	1/25/20	2/26/20	Subject Officer 1	1. Performance of Duty – General	<i>Not Sustained</i>
						2. Use of Force	<i>Not Sustained</i>
CD	19-1032	9/24/19	2/6/20	9/22/20	Subject Officer 1	1. Performance of Duty – General	<i>Exonerated</i>
						2. Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>
MB	19-1276	11/17/19	2/13/20	11/15/20	Subject Officer 1	1. Use of Force	<i>Unfounded</i>
						2. Use of Force	<i>Unfounded</i>
					Subject Officer 2	3. Use of Force	<i>Unfounded</i>
						4. Use of Force	<i>Unfounded</i>



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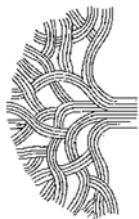
Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
MB	19-1277	11/16/19	2/13/20	11/15/20	Subject Officer 1	1. Conduct Toward Others – Harassment and Discrimination	Unfounded
						2. Conduct Toward Others – Demeanor	Unfounded
RM	19-1039	9/24/19	2/14/20	9/23/20	Unknown Officer	1. Performance of Duty – Care of Property	Complaint Withdrawn
						2. Performance of Duty – Care of Property	Complaint Withdrawn
CD	19-1156	10/17/19	2/18/20	10/15/20	Unknown Officer	1. Obedience to Laws – Felony/Serious Misdemeanor	Unable to Identify Officer
MB	19-1345	11/5/19	2/27/20	11/4/20	Unknown Officer	1. Performance of Duty – General	Unfounded
						2. No MOR	No MOR
						3. No MOR	No MOR
						4. No MOR	No MOR
					Subject Officer 1	5. Conduct Toward Others - Demeanor	Unfounded
MB	19-1316	11/22/19	2/27/20	11/24/20	No Officer	1. No MOR	No MOR
					Subject Officer 1	2. Conduct Toward Others – Demeanor	Unfounded
						3. Performance of Duty – General	Unfounded



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						4. Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 2	5. Conduct Toward Others – Demeanor	<i>Unfounded</i>
						6. Performance of Duty – General	<i>Unfounded</i>
						7. Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 3	8. Conduct Toward Others – Demeanor	<i>Unfounded</i>
						9. Performance of Duty – General	<i>Unfounded</i>
						10. Performance of Duty – General	<i>Unfounded</i>
						11. Use of force	<i>Unfounded</i>
CD	19-0827	8/10/19	2/26/20	8/8/20	No Officer	1. Service Complaint	<i>Service Related</i>
						2. Service Complaint	<i>Service Related</i>
						3. Service Complaint	<i>Service Related</i>
					Unknown Officer	4. Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>
						5. Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>

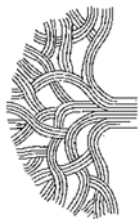


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Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
						6. No MOR	No MOR
						7. No MOR	No MOR
						8. No MOR	No MOR
					Subject Officer 1	9. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Exonerated
						10. Performance of Duty – General	Exonerated
					Subject Officer 2	11. Use of Force	Unfounded
						12. Use of Force	Unfounded
					Subject Officer 3	13. Use of Force	Unfounded
					Subject Officer 4	14. Use of Force	Unfounded
						15. Use of Force	Unfounded
					Subject Officer 5	16. Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Exonerated
						17. Performance of Duty - General	Exonerated
						18. Use of Force	Unfounded



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Assigned Inv.	Case #	Incident Date	Completion Date	3304 Date	Officer	Allegation	Finding
RM	19-1304	11/20/19	2/22/20	11/18/20	Subject Officer 1	1. Performance of Duty – General	<i>Unfounded</i>
						2. Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 2	3. Performance of Duty – General	<i>Unfounded</i>
						4. Performance of Duty – General	<i>Unfounded</i>
RM	19-1241	11/5/19	2/22/20	11/4/20	Unknown Officer	1. Conduct Toward Others – Harassment and Discrimination/General	<i>Unable to Identify Officer</i>
RM	19-1272	11/12/20	2/22/20	11/10/20	Unknown Officer	1. Performance of Duty - Reports	<i>Unable to Identify Officer</i>

CPRA Made the following Training Recommendations with Respect to Investigations in this Report

Training Recommendation(s)	Officers should be reminded during training that they need to be cognizant of the positioning of their firearms. Officers should adjust the angle of firearms in the “low ready” position such that when a person is on the ground or on his/her knees, the firearm is not pointed in the general direction of that person
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CITY OF OAKLAND



CITY HALL • 1 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA 94612

Police Commission

To: Chair Regina Jackson, Chair Oakland Police Commission

From: Use of Force Ad Hoc Commission Representatives

Date: March 5, 2020

RE: Use of Force Ad Hoc Bi-Weekly Report**Background**

In January 2020, the Oakland Police Commission voted to approve a new version of Department General Order (DGO) K-03 Use of Force. As a part of the discussion about approving The new K-03 to be in compliance with AB 392 an act to amend Sections 196 and 835a of the Penal Code, relating to peace officers, effective January 1, 2020. The Oakland Police Commission and Oakland Police Department collectively asserted during this meeting that the ultimate goal to best serve the community is a more comprehensive revision of K-03. Members of the Use of Force Ad Hoc (UOF Ad Hoc) agreed to reconvene to complete the comprehensive revision. Subsequently, at the January 16th meeting of the UOF Ad Hoc the committee worked to establish purpose and goals for the revision of K-03 and referenced Training Bulletins. During the February 27, 2020 Oakland Police Commission the UOF Ad Hoc committed to produce regular reports on the progress of the revision process.

Meeting Update

The UOF Ad Hoc met on Thursday March 5th. The meeting content focused on De-Escalation goals, considerations, resources, tactics, techniques, and principles. The committee proposes the creation of an entire section devoted to De-Escalation. The emphasis on De-Escalation reinforces the priority that thoughtful resolutions to situations reduce the likelihood of harm to all persons involved. Including a section devoted to De-Escalation in Use of Force policy is a national best practice.

The committee reviewed sections from the following model Use of Force policies during the course of the meeting;

- Albuquerque, NM
- Camden, NJ
- Cleveland, OH
- Denver, CO
- Seattle, WA

The UOF Ad Hoc completed review of the De-Escalation section during the committee meeting. The next meeting is scheduled for March 19th.

CITY OF OAKLAND



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Police Commission

March 4, 2020

Sabrina B. Landreth, City Administrator
 Richard J. Luna, Assistant City Administrator
 Office of the City Administrator
 1 Frank H Ogawa Plaza, 3rd Floor
 Oakland, California 94612
 VIA EMAIL
 Email: slandreth@oaklandca.gov
 rluna@oaklandca.gov

RE: Assistance with Formal Job Announcement for Chief of Police; Proposed Timeline

Dear City Administrator Landreth and Assistant City Administrator Luna:

Thank you for your office's efforts to assist the Oakland Police Commission ("Commission") with a formal job announcement for the Office of the Chief of Police, as set forth in the Charter.¹ We appreciate the information and documents provided in your email of February 26th.

Thus far, we have yet to receive the following key documents:

- A job description for the Chief role that was used in 2016 and 2017;
- The proposed contract scope and proposed reporting structure for the City Administrator's preferred contractor: Ralph Andersen & Associates²; and
- A list of key personnel requirements for the Commission to ensure its upcoming job search complies within the City Administrator's and other City processes for recruiting and hiring.

Can you please provide these additional documents to the Commission by March 6th so they can be included in the Personnel Committee's agenda for the March 10th meeting?

//

¹ Oakland City Charter, Section 604, provides in pertinent part that upon the vacancy of the Office of the Chief of Police: "the Commission, with the assistance of the City Administrator, shall prepare and distribute a job announcement, and prepare a list of at least four candidates and transmit the names and relevant background materials to the Mayor."

² Please also provide information about any other search firms that are can be used for the search.

Letter to Office of City Administrator
 Job Announcement for Chief of Police
 March 4, 2020
 Page 2 of 2

Relatedly, below is the Commission's intended timeline so that we can begin the public search no later than the end of March. We thank you for your support and assistance in meeting these timelines.

Proposed Task	Proposed Timeline
Personnel Committee publicly notices the job search materials in its meeting agenda	Friday, 3/6
Committee considers draft job description	Tuesday, 3/10
Committee reports to entire Commission	Thursday, 3/12
Two Weeks for Proposed Revisions	
Commission considers adoption of job description, search materials and timeline.	Thursday, 3/26

We appreciate your partnership in the stewardship of this search.

Sincerely,

/s

Regina Jackson, Chair
 Oakland Police Commission



INTEROFFICE MEMORANDUM

TO: Oakland Police Commission **FROM:** Richard J. Luna
Assistant to the City Administrator

SUBJECT: Chief of Police Recruitment **DATE:** March 6, 2020

The purpose of this interoffice memorandum is to provide responses to your letter dated March 4, 2020. Specifically, the Commission asked for the following items indicated in **bold underlined type** below.

A job description for the Chief role that was used in 2016 and 2017

Attached for your review are three files. **Attachment A** is the current class specification as approved by the Civil Service Board for the Chief of Police position. **Attachment B** is the job brochure used by the City and the executive search firm during the 2016 recruitment. Additionally, for the 2016 recruitment a series of community input sessions and survey were conducted. A listing of the community meetings schedule is provided in **Attachment C** and **Attachment D** includes the community input survey results.

The proposed contract scope and proposed reporting structure for the City Administrator's preferred contractor: Ralph Andersen & Associates

Attached for your review is the Professional Services Agreement with Ralph Andersen & Associates (**Attachment E**) which includes a Scope of Work under Schedule A. A Project Manager will need to be assigned to work directly with the firm and initiate the work order. The Project Manager will also be responsible for processing invoices and payments with the company. Ralph Andersen & Associates is the firm that the City worked with during the 2016 recruitment for the Chief of Police position.

Ralph Andersen & Associates is currently the only executive search firm under contract with the City. City staff is completing work from a Request for Proposals issued in November 2019 to select additional companies that can perform executive recruitments. Given the Commission's proposed timeline in the letter you provided, new vendors will not be under contract with the City by March 26, 2020.

The Commission may want to consider a sole source contract with another company if the proposed Scope of Work provided in **Attachment E** does not meet the needs of the Commission. If the Commission elects to go this route, the project should go out to bid as soon as possible under a revised Scope of Work as approved by the Commission. City staff can provide references to firms who contracted with the City in the past to assist the Commission in meeting the City's bid requirements.

It is important to note that based on the fee schedule provided by Ralph Andersen & Associates, the total cost to the contractor for this recruitment is estimated at \$50,000 to \$75,000, which does not include travel expenses to candidates invited to on-site interviews.

To: Oakland Police Commission
 Subject: Chief of Police Recruitment
 Date: March 6, 2020

Page 2

A list of key personnel requirements for the Commission to ensure its upcoming job search complies within the City Administrator's and other City processes for recruiting and hiring.

Staff recommends the Commission, through the Project Manager, work closely with the executive search firm to ensure it follows best practices in selecting the most qualified candidates. One of the key aspects of executive recruitments is confidentiality. Interested applicants may want to keep their interest confidential until a later date in the selection process. The Project Manager and Commissioners working on the recruitment should all agree to refrain from discussing specific candidates with stakeholders until a time mutually agreed to by all parties. Forming a Committee to work on this specific recruitment would assist in this effort.

Staff also recommends the Commission, through the Project Manager, work with the executive search firm to develop a thorough timeline and plan for all activities of the recruitment. The firm's experience in working on prior Chief of Police recruitments would be a benefit to the Commission as it sets deadlines, determines the structure of interviews, and a final selection process.

Given the Chief of Police position is an unrepresented position, civil service rules that would govern most personnel recruitments are not applicable; however, as mentioned previously, the firm the Commission will work with would provide the best guidance in completing a successful recruitment.

For questions regarding this report, please contact Richard J. Luna, Assistant to the City Administrator, at 510-238-4756 or rluna@oaklandca.gov or Ian Appleyard, Director of Human Resources Management, at 510-238-6450 or iappleyard@oaklandca.gov.

/s/

RICHARD J. LUNA
 Assistant to the City Administrator
 City Administrator's Office

Attachments (5):

- A. Chief of Police class specification
- B. Brochure Oakland Chief of Police 2016 recruitment
- C. Community Input Sessions Schedule 2016 recruitment
- D. Community Input Survey Results
- E. Professional Services Agreement with Ralph Andersen & Associates

ATTACHMENT A



CITY OF OAKLAND

CITY OF OAKLAND
Revision Date: Nov 2, 2016

CHIEF OF POLICE

Class Code:
EM122Bargaining Unit: UN1 - Chief of Police,
Unrepresented

SALARY RANGE

\$19,482.37 - \$24,923.17 Monthly
\$233,788.44 - \$299,078.04 Annually

DEFINITION:

Under policy direction in the Police Department, manages the planning, development and implementation of all law enforcement and crime prevention programs for the City; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

This is a single-incumbent executive management level position. The incumbent oversees police services for the entire City.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:

- Plan, direct and monitor the city's law enforcement and crime prevention programs and operations.
- Provide leadership, vision and direction to the department and the command staff.
- Promote public awareness and understanding of law enforcement
- Manage the development and implementation of programs to execute legislative and policy mandates and directives.
- Continuously monitor agency issues and programs, and advise the City Manager and City Council of important issues in a timely and proactive manner.
- Interact with a wide variety of community, civic and media organizations to advance law enforcement and crime prevention plans, proposals and strategies.
- Continuously monitor and evaluate the efficiency and effectiveness of the agency's organizational structure, staffing patterns, service levels and administrative systems; identify opportunities for improvement and increased coordination and collaboration with other the other city agencies.
- Actively promote collaboration, communication and coordination with other city departments in order to advance programs of mutual benefit such as community policing and economic development.
- Manage and participate in the development and administration of the department's budget.
- Serve as a liaison to other city departments, elected officials, community leaders, and state and federal agencies, to coordinate and collaborate on the development and implementation of law enforcement and crime prevention policies, goals, objectives and services.

MINIMUM QUALIFICATIONS:**EDUCATION**

Bachelor's degree; a Master's degree is preferred.

EXPERIENCE

A minimum of 10 continuous years of experience in municipal law enforcement including five years at a level equivalent to Police Captain/Commander or above and a minimum of two years at a level equivalent to a Deputy Chief in a medium-to-large law enforcement agency.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles of modern law enforcement management.
- Principles of modern public administration.
- Laws, codes, policies, rules and regulations that govern the provision of law enforcement and crime prevention programs.
- Major policy and technical issues associated with law enforcement and crime prevention programs.
- Public relations techniques.
- Computer systems and applications.

Ability to:

- Provide leadership.
- Plan, organize and direct the operations of a large and complex law enforcement agency.
- Effectively and creatively budget, allocate and utilize agency resources.
- Recognize and be sensitive to the political environment and related issues.
- Work effectively with a diverse community, senior managers, City Council, Mayor, labor organizations, and members of boards and commissions.
- Identify issues and concerns, develop alternatives, achieve consensus among diverse interests and implement decisions.
- Work with the community, the department and other organizations to build consensus and foster cooperation.
- Develop and implement goals, objectives, policies, and priorities.
- Work in a collaborative and cooperative team environment.
- Understand, interpret and apply laws and administrative policies and rules.
- Communicate clearly, concisely and persuasively both orally and in writing.
- Select, supervise, motivate and evaluate staff.
- Conduct long-range strategic planning.

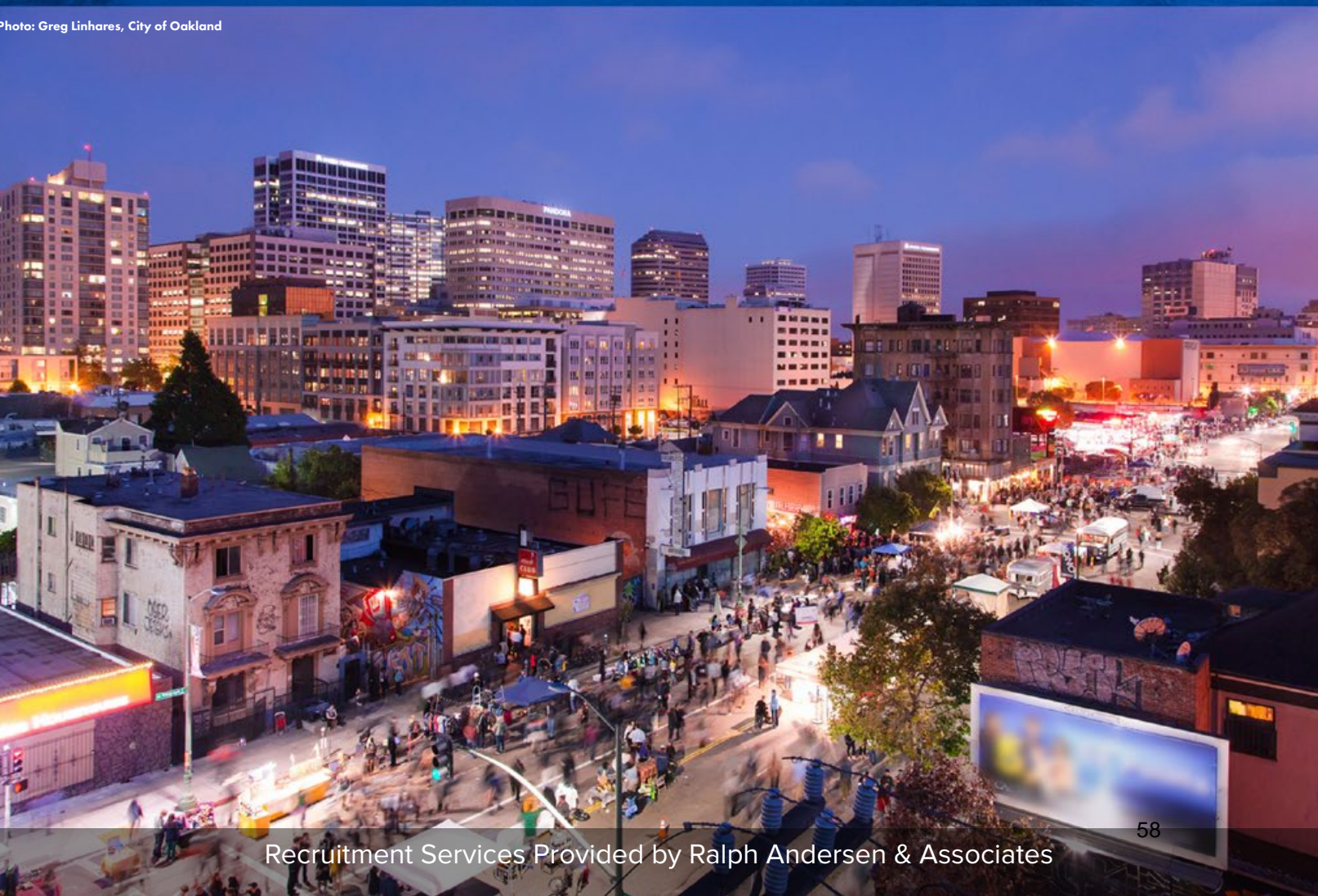
LICENSE OR CERTIFICATE / OTHER REQUIREMENTS:

Required to successfully pass a qualifying medical, psychological, and extensive background screening procedure consistent with California POST regulations.

ATTACHMENT B

CITY OF OAKLAND CHIEF OF POLICE

Photo: Greg Linhares, City of Oakland





AN AMAZING OPPORTUNITY

The City of Oakland, California is conducting a national search for the position of Chief of Police. A proven reform-minded leader, with top-notch communication skills and integrity will thrive in this large, dynamic organization. This department head will have experience successfully managing a large and diverse police department, effectively preventing crime and violence, and promoting a culture of fair and principled policing that meets the service needs of a diverse community. This inspiring leader will be able to make tough decisions and hold officers accountable to the highest standards of professionalism and integrity. This Chief will join a newly energized executive leadership team committed to providing excellent service to the entire Oakland community and a department that is achieving tremendous momentum in reducing crime and implementing progressive reforms.

The successful candidate will be excited to engage with all of Oakland's diverse communities and committed to building trust in every neighborhood – particularly with youth and communities of color.

CITY GOVERNANCE STRUCTURE

Oakland Mayor Libby Schaaf took office in January 2015 for a four-year term and is head of the executive branch. Mayors may serve for a maximum of two four-year terms. Oakland's legislative body is the City Council and is comprised of eight Council members. One Council member is elected "at-large" while the other seven Council members represent specific geographic districts. All Council members are elected to serve four-year terms without term limits.

The Mayor appoints the City Administrator who is responsible for all City operations and is supported by two Assistant City Administrators and one Deputy City Administrator. The City Administrator has overall responsibility for day-to-day administrative and fiscal operations of the City including the hiring of department directors.

Oakland voters will vote on Measure LL in the upcoming November election. If passed, it would establish a Citizens Police Commission, which would have additional oversight and authority over the Chief of Police.

OAKLAND POLICE DEPARTMENT

The mission of the Oakland Police Department (OPD) is to reduce crime and serve the community through fair, quality policing. The OPD vision is to be a leader in law enforcement through strong community partnerships, professionally developed employees, enhanced technology, and strategic and succession planning. The Department's goals are to 1) reduce crime; 2) strengthen community trust and relationships; and to 3) achieve organizational excellence. The Department is currently supported by approximately 1,221 full-time equivalent employees (777 budgeted sworn) and an FY 2016-2017 budget of just under \$261 million. The Department receives and processes approximately 600,000 calls for service per year. The command staff includes an Assistant Chief, four Deputy Chiefs, and nine Captains.

The Department consists of Fiscal Services, Research and Planning, the Internal Affairs Division, the Office of Inspector General, and four bureaus (the Bureaus of Field Operations 1 and 2, the Bureau of Investigations, and the Bureau of Services). The Bureaus of Field Operations are organized into five Citywide Police Areas, each led by a Captain. The Bureaus of Field Operations also contain the Neighborhood Services Section. This structure focuses on the implementation of community policing through geographic accountability in order to maintain strong community collaboration in the areas of problem solving, communication, community partnership, and transparency. OPD takes a holistic approach to community safety and has many special initiatives. Its primary violence prevention strategy is the Ceasefire Partnership, which includes community and faith leaders, intervention CBO partners, outside law enforcement partners, and the Human Services Department.

The Oakland Police Department operates under a Negotiated Settlement Agreement (NSA), which has required the Department to make significant reforms to its operations and improve its relationship with the public. The City has been assigned an Independent Monitoring Team and Compliance Director for the NSA. As agents of the Federal Court, they are charged with auditing NSA compliance, providing technical assistance and issuing regular reports. Nearly all of the 51 reform tasks set by the NSA have been completed, although three remain in only partial compliance. NSA parties are now focused on

reaching full compliance with the remaining three tasks, as well as institutionalizing the sustainability of the reforms already in place and fostering a culture of self-examination and constant improvement.

The Oakland Police Department participates in several innovative partnerships, including the White House's Open Police Data Initiative and a research partnership with Stanford University's Dr. Jennifer Eberhardt on addressing Implicit Bias in Policing. The Oakland Police Department has been recognized for its leadership in Procedural Justice Training, the Body-worn Camera program, Implicit Bias Research and Training, and violent crime reduction.

CHIEF OF POLICE

The Chief of Police is an at-will management-level position reporting to the City Administrator. The Chief serves as the Chief Executive Officer of the Police Department and is directly responsible for the administration, efficiency, and general conduct of all OPD community policing, law enforcement, and holistic crime prevention activities. Additional responsibilities include policy development, program planning, fiscal management, and administration/operation of the four OPD Bureaus. The Chief is expected to have exceptional communication skills to respond to concerns raised by the Mayor, City Administrator, and City Council as well as to serve as the primary spokesperson to the public and the media.

KEY RESPONSIBILITIES

The Chief is responsible for law enforcement and public safety initiatives in the City of Oakland in collaboration with other City departments and outside agencies, as appropriate. The Chief is committed to delivering quality policing services to all residents in a fair and equitable way that enriches the quality of life for Oakland residents.

Specific responsibilities include:

- Cultivating positive community relations by interacting with Oakland's diverse civic and community groups;
- Holding all members of the Oakland Police Department accountable to perform policing responsibilities in a fair, equitable, and procedurally just manner;

- Performing police department director duties including preparing and administering the budget; planning, directing, supervising, and coordinating the activities of Police Department personnel in serving the public, preserving order, protecting life and property, and enforcing laws;
- Taking an active role as a community member when hired;
- Stressing integrity as a core value; reviewing employee performance evaluations and taking appropriate disciplinary action where necessary;
- Forging effective professional relationships with all City of Oakland departments as well as with other Local, State, and Federal public safety officials and organizations;
- Conferring with residents, stakeholders, and City officials on law enforcement problems and assisting in the development of innovative municipal law enforcement policies;
- Researching modern, progressive police management methods; formulating and enforcing rules, procedures, and policies for efficient Department training and operation; and
- Directing and participating in the development of goals, policies, and priorities and implementing the OPD Strategic Plan 2016, the Stanford implicit bias recommendations, and other major initiatives related to moving the Department forward.

TOP PRIORITIES

- Delivering safety and crime prevention in Oakland and accelerating the decline in Oakland's violence;
- Implementing policies and practices that promote fair and principled policing;
- Ensuring a strong culture of the highest standards of transparency, integrity, and professionalism;
- Fostering a collaborative and innovative department that effectively engages other City departments and stakeholders;
- Cultivating community-oriented policing, with a continued focus on ensuring public confidence and trust in the integrity of the Police Department; and
- Ensuring the sustainability and continual improvement of reforms, including those required by the NSA.



EDUCATION AND EXPERIENCE

Education – This position requires a Bachelor's degree from an accredited college or university with major coursework in police science, criminal justice, law enforcement, business, public administration, or a closely related field. It is desirable that candidates possess a Master's degree in a related field.

Experience – This position requires a minimum of ten continuous years of experience in municipal law enforcement, of which, five years are equivalent to Police Captain/Commander or above, and a minimum of two years of experience as Deputy Chief in a medium-to-large law enforcement agency. It is desirable that candidates have previous experience as a Police Chief in an organization of comparable size and complexity to Oakland.

POST Background Required – The selected candidate will also be required to successfully pass a qualifying medical, psychological, and extensive background screening procedure to be coordinated by the City of Oakland and consistent with California POST regulations.

Final Selection and Appointment – The Mayor and City Administrator will select the final candidate based on a combination of education, experience, and credentials that best fit the needs of the City of Oakland.

COMPENSATION AND BENEFITS

A competitive compensation package will be offered for this at-will executive position, with excellent benefits including medical insurance, life insurance, automobile allowance, paid holidays, vacation, sick leave, management leave, a great public sector retirement, and voluntary deferred compensation.

THE SELECTION PROCESS

Interested candidates may apply by sending their resume, cover letter, salary history, and six professional references to Ralph Andersen & Associates via apply@ralphandersen.com.

Candidates are requested to submit materials prior to **November 11, 2016**. Candidates may be asked to complete a series of written responses for further evaluation and possible presentation, and submit a summary of career accomplishments as part of the final steps of the selection process. Ideally, the selected candidate will join the City of Oakland at a mutually agreed upon date.

Interested individuals should be aware that Ralph Andersen & Associates will work closely with the City throughout this process to ensure confidentiality to the fullest extent possible. References will not be contacted until mutual interest has been established. If you have questions or would like to discuss this opportunity further, please call Mr. Robert Burg at (916) 630-4900. Confidential inquiries are welcomed.

The City of Oakland is an equal employment opportunity employer and encourages all qualified individuals to submit an application for this exceptional career opportunity.

For information about the Oakland Police Department visit the website www.oaklandpolice.com.



IDEAL CANDIDATE

The ideal candidate will be a reform-minded leader who conveys an effective command presence, and has outstanding people and management skills. The ideal candidate will be capable of inspiring trust and confidence in all facets of Oakland's diverse communities, as well as earning the respect and confidence of both sworn and civilian employees. The next Chief of Police will be well-versed in community-oriented policing and problem solving; have a proven reputation for being accessible and transparent; and for building partnerships between the Department and the community to address crime and quality of life challenges. She or he will be a communicative, confident, collaborative, and decisive leader with sensitivity, political acumen, good judgment, astute environmental awareness, strong professional presence, and an inspiring demeanor to move OPD forward.

The ideal candidate will:

- Possess a passion for public service and public safety as well as positive futures for all Oaklanders;
- Exhibit exceptional leadership and people skills; the ability to work with and establish relationships with a wide-range of stakeholder groups, strategic partners, elected officials, colleagues, and the media;
- Have demonstrated the ability to hold others to values characterized by a commitment to integrity, honesty, transparency, humility, proactivity, innovation, equity, compassion, service excellence, and responsive leadership;
- Have extensive knowledge of large, complex urban environments and a successful track record of equitably serving and working with all spectrums of multi-racial, multi-cultural, and socioeconomically diverse communities;
- Exhibit outstanding communication skills; being hands-on, open, and receptive to working with people to create and sustain an environment of trust and respect;
- Possess political savvy, technological savvy, and the ability to receive constructive criticism;
- Demonstrate the ability to make decisions based on facts and merit, while maintaining flexibility; and
- Display a demonstrated commitment to community-oriented policing and problem solving, staff development, and morale building to set a positive tone within the Department.



THE COMMUNITY OF OAKLAND

The City of Oakland is a dynamic city with 50 distinct and eclectic neighborhoods, 17 commercial districts, an increasingly vibrant downtown, a strong economic base, world-class arts and entertainment venues, superior cultural and recreational amenities, and a rich multicultural heritage. Oakland is the eighth-largest city in California with an estimated population of 413,775 (2014 U.S. Census Bureau). The City serves as the administrative seat of Alameda County and the center of commerce and international trade for Northern California. Oakland is one of the most diverse and ethnically integrated urban cities in the nation, with major representation from Hispanic and Latino, Asian, African-American, and Caucasian residents speaking over 125 languages and dialects. The City is also home to the third-largest LGBT community among the 50 largest U.S. cities. Oaklanders love their city and are passionate about their communities, neighborhoods, and traditions. The City of Oakland enjoys a tradition of working closely with the entire community. Oakland is an ideal place to live, work and play.

Oakland's landscape is a picturesque mix of coastline to the west and rolling hills to the east, which provide unparalleled views of the San Francisco Bay. Oakland has more parks and open space per capita than any other city in the Bay Area. Oakland is at the heart of the East Bay Regional Park District, a splendid system of 65 parks covering more than 120,000 acres and 29

regional hiking trails stretching 1,250 miles in Alameda and Contra Costa Counties. Jack London Square, the waterfront area, and beautiful Lake Merritt are destinations enjoyed by both residents and visitors. Oakland is the proud host of three professional sports teams: the Oakland Raiders, Golden State Warriors, and the Oakland Athletics.

Oakland has emerged as a major economic force in the region. As a center for international trade, the Port of Oakland is the nation's fifth busiest container port. The Oakland International Airport is served by 12 major domestic and international airlines. Oakland is home to several corporate headquarters including Kaiser Permanente, Clorox, Pandora, Sungevity, Dryer's Grand Ice Cream, Ask.com, and Revolution Foods. Uber recently announced its purchase of an office building and will locate 2,000-3,000 employees in Oakland. High-quality educational opportunities abound as six major universities, including U.C. Berkeley, are within a 40-mile radius.



CITY OF OAKLAND FACT SHEET



AVERAGE MEDIAN HOME PRICE
\$520K

ANNUAL HIGH: 67°F
ANNUAL LOW: 51°F



POPULATION OF 413,775
PEOPLE, SPEAKING 125
LANGUAGES & DIALECTS

OAKLAND IS HOME TO 8
COLLEGES AND UNIVERSITIES



ATTRACTIONS



3 PRO
SPORTS
TEAMS



THE
CHABOT
OBSERVATORY



THE
OAKLAND
ZOO



BEAUTIFUL
LAKE
MERRITT



OVER
140
PARKS

AWARDS & ACCOLADES

#1

MOST
DIVERSE
LARGE CITY
IN AMERICA
(WALLETHUB)

5TH TOP
DESTINATION
TO VISIT IN
THE WORLD
(NEW YORK
TIMES)

#5

#8 **EIGHTH**
BEST CITY
IN AMERICA
(LONELY
PLANET)

3RD BEST
CITY FOR
STARTUPS
(POPULAR
MECHANIC)

#3

ATTACHMENT C

Recruitment Schedule

Recruitment activity will begin in September and it is anticipated that an appointment will be made in February or March 2017. Below are key milestones leading to the appointment of a Police Chief.

Activity	Tentative Schedule
Community and Stakeholder Outreach Meetings	September – October
Release of Position Profile Brochure / Advertise Position	September
Open Application Period	45 Days
Candidate Screening	November
Selection Process	January 2017

Take An Online Survey

English:

<https://www.surveymonkey.com/r/OPDchiefsurvey>

Spanish:

<https://www.surveymonkey.com/r/OPDchiefsurveyS>

Chinese:

<https://www.surveymonkey.com/r/OPDchiefsurveyC>

Vietnamese:

<https://www.surveymonkey.com/r/OPDchiefsurveyV>

Join the Online Conversation

www.speakupoakland.org



Contact Us

✉ OPDChiefRecruitment@oaklandnet.com

☎ (510) 238-3600

🌐 www.oaklandnet.com

📄 City Administrator's Office
Attn: Police Chief Recruitment
1 Frank H. Ogawa Plaza, 3rd Floor
Oakland CA 94612



CITY OF OAKLAND



Your Opinion Matters!

Oakland's Chief of Police



The City of Oakland is launching a nationwide search for a permanent Police Chief of the Oakland Police Department (OPD).

Our goal is to ensure that the best and brightest candidates emerge from the recruitment process. The City will engage the community and OPD staff to maximize stakeholder input. This insight will be used to:

- Help inform the recruiter to find the most qualified pool of candidates.
- Provide the City with community-driven criteria to evaluate the final candidates.
- Give the new Police Chief a roadmap of how the community expects the Police Department to move forward under new leadership.

Your input will help make this recruitment a success. It is essential that prospective candidates understand the values, standards and needs of the Oakland community.

There are multiple paths of community and stakeholder engagement, including:

- **Community Meetings**
- **Online Survey**
- **Online Conversation**

The City will consider community input throughout the entire process, right up to the appointment of the new Police Chief.

Community Meetings

The City will conduct three citywide meetings and two Youth Forums in September 2016. In addition, the City will make presentations on the OPD Police Chief recruitment at several standing meetings as listed below. Oaklanders are encouraged to participate in any of these opportunities:



DATE	TIME	LOCATION
Thursday, September 1	5:00 p.m.	Youth Community Forum (Pizza Provided) Castlemont High School Cafeteria, 8601 MacArthur Blvd.
Wednesday, September 7	6:00 p.m.	Community Policing Advisory Board Meeting Eastmont Police Station, 2651 73rd Ave.
Thursday, September 8	6:00 p.m.	Citizens' Police Review Board Meeting City Hall, Council Chamber, 1 Frank H. Ogawa Plaza,
Saturday, September 10	12 noon	Youth Community Forum (Lunch Provided) McClymonds High School, 2607 Myrtle St.
Monday, September 12	6:00 p.m.	Citywide Community Forum North Oakland Senior Center, 5714 MLK Jr. Way
Wednesday, September 21	4:00 p.m.	Chinatown Neighborhood Crime Prevention Council in Cantonese Lincoln Recreation Center, 250 10th St.
Wednesday, September 21	6:00 p.m.	Citywide Community Forum East Oakland Senior Center, 9255 Edes Ave.
Monday, September 26	6:30 p.m.	Safety and Services Oversight Committee (Measure Z) City Hall, Hearing Room 1, 1 Frank H. Ogawa Plaza
Tuesday, September 27	6:00 p.m.	Public Safety Committee City Hall, Hearing Room 1, 1 Frank H. Ogawa Plaza
Wednesday, September 28	6:00 p.m.	Citywide Community Forum in Spanish sponsored by the Unity Council & Spanish Speaking Citizens Foundation Fruitvale Village, 3301 E. 12th St.

ATTACHMENT D

The City of **OAKLAND**

Chief of Police Selection Process **Community Input Survey Results**



METHODOLOGY

This report summarizes the results of the Community Input Survey conducted as part of the City of Oakland Chief of Police recruitment and selection process. The survey instrument was customized in a manner that allowed respondents the ability to provide input related to Police Department and Chief of Police priorities as well as qualities, qualifications, and skills respondents believe are important for the next City of Oakland Chief of Police to possess. The City and Ralph Andersen & Associates sought to provide respondents with some flexibility in completing the survey; as such, most questions allowed for written comments or sought written responses as the answer.

The Community Input Survey was publicized by the City and published through Survey Monkey. The Survey was available on the City's website as well as Ralph Andersen & Associates' website between August 29, 2016 and November 2, 2016.

What follows are results obtained from the English language Community Input Survey including demographics of survey participants, top survey results in key survey categories, and a summary of comments collected from the survey participants. A complete copy of the comments received is provided in Appendix A.

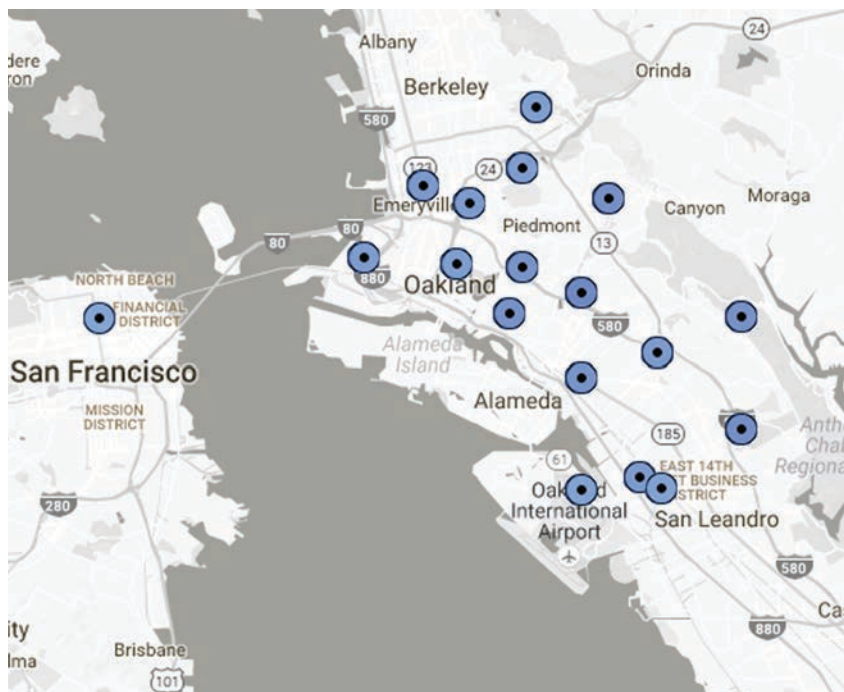


Community Input Survey
**RESPONDENT
DEMOGRAPHICS**

DEMOGRAPHICS

AT A GLANCE

92% OF RESPONDENTS LIVE IN OAKLAND



WHICH PART OF OAKLAND?

TOP 5 RESPONDENT ZIP CODES

1. 94611

2. 94602

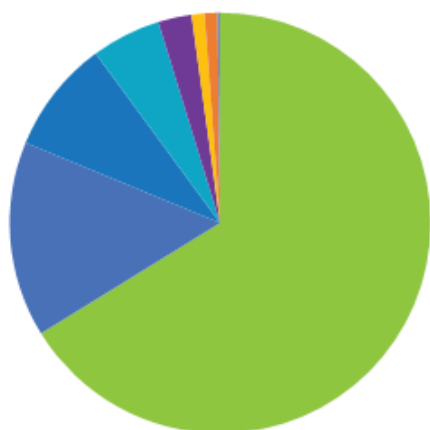
3. 94605

4. 94610

5. 94619

56% OF RESPONDENTS WORK IN OAKLAND

RACE OF RESPONDENTS



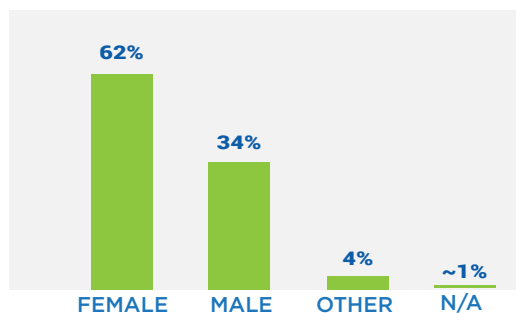
■ White/Caucasian ■ Black or African American ■ Other
 ■ Hispanic/Latino ■ Other Asian or Pacific Islander ■ Chinese
 ■ Japanese ■ Korean

AGE & GENDER

MOST COMMON AGE GROUPS



GENDER DISTRIBUTION



DEMOGRAPHICS OF SURVEY PARTICIPANTS

A total of **638** individuals participated in the Community Input Survey. Most of the respondents live in Oakland (91.54%) and slightly more than half (55.82%) are employed in Oakland.

THE RACIAL DEMOGRAPHIC BREAKDOWN OF RESPONDENTS THAT PARTICIPATED IN THE SURVEY IS AS FOLLOW:

- 66.21% White/Caucasian
- 15.02% Black or African American
- 8.70% Other
- 5.34% Hispanic/Latino
- 2.57% Other Asian or Pacific Islander
- 0.99% Chinese
- 0.99% Japanese
- 0.20% Korean

THE AGE DEMOGRAPHIC BREAKDOWN OF RESPONDENTS THAT PARTICIPATED IN THE SURVEY IS AS FOLLOWS:

- Age 17 and under – 0.21%
- Age 18-35 – 22.02%
- Age 36-45 – 24.49%
- Age 46-55 – 18.93%
- Age 56-65 – 17.28%
- Age 66 and older – 17.08%

THE GENDER DEMOGRAPHIC BREAKDOWN OF RESPONDENTS THAT PARTICIPATED IN THE SURVEY IS AS FOLLOWS:

- Female – 62%
- Male – 34%
- Other – 4%
- Not Applicable – 1%



Community Input Survey **RECAP OF RESULTS**

SURVEY RESULTS AT A GLANCE

DEPARTMENT PRIORITIES

01

FAIR & JUST
POLICING

02

VIOLENT CRIME
PREVENTION

03

CRIME SOLVING/
INVESTIGATIONS

58%
FEEL OAKLAND
IS AS SAFE
AS IT WAS A
YEAR AGO

SAFETY

HOW CAN THE DEPARTMENT MAKE
YOU FEEL SAFER?

Neighborhood Policing

More Police **Walking** the Street

Faster Response Time

Respond to Non-Violent Crimes

More Positive Interactions With Police



TRANSPARENCY
& COMMUNICATION



BUILD COMMUNITY
RELATIONSHIPS



INCREASE
ACCOUNTABILITY



FASTER
RESPONSE TIME



MORE COPS
ON PATROL

CHIEF'S PRIORITIES



IMPROVE COMMUNITY
RACE RELATIONS



DE-ESCALATION
TRAINING



INCREASE ACCOUNTABILITY
& REGAIN PUBLIC TRUST



CRIME REDUCTION



HIRE MORE
OFFICERS



ENGAGE & WORK WITH
THE COMMUNITY



RECAP OF THE SURVEY RESULTS

A summary of the Community Input Survey is provided below. A complete copy of the comments received is provided in the Appendix and summarized below. Comments deemed to be inappropriate or personal in nature (i.e. specifically directed at individuals) have been redacted by Ralph Andersen & Associates.

TOP 3 PRIORITIES FOR OAKLAND POLICE DEPARTMENT TO FOCUS ON:

Survey respondents were asked to rank what priorities they thought the Oakland Police Department should focus on. The results indicated that “Fair and Just Policing” was the most important priority. The second most selected priority was “Violent Crime Prevention” and the third was “Crime Solving/Investigations.”

Survey respondents were also provided an opportunity to identify other areas of priority. Common themes identified included:

- More training
- New Hiring Procedures
- More Patrol Officer
- Community Engagement
- Communicate with the Community
- Prevent Illegal Dumping
- Neighborhood Policing
- Mental Health Reform

QUESTION: WHAT, IF ANYTHING, WOULD YOU LIKE TO CHANGE IN HOW THE POLICE DEPARTMENT INTERACTS WITH YOUR COMMUNITY? (OPEN ENDED)

The trends found in the community responses ranged from decreased response times and more transparency to increased communication with the community. The trend in the responses that was most apparent was the community would like to see more visibility and interaction of the Department with the communities in Oakland. Community engagement suggestions included more positive interactions with the community through recognizable “beat cops” and an increase in the size of the force to increase visibility. Additionally, many respondents wished for more officers living in Oakland and better training for those officers.

QUESTION: COMPARED TO A YEAR AGO, DO YOU FEEL LIKE OAKLAND IS SAFER, LESS SAFE, OR ABOUT THE SAME?

Survey respondents were required to select one option for how they would rank their feeling of safety in Oakland compared to one year ago, the results showed:

- 16.96% – Safer
- 24.56% – Less Safe
- 58.48% – About the Same

*City of Oakland | Chief of Police Community Survey Results***QUESTION: WHAT, IF ANYTHING, WOULD YOU LIKE TO SEE THE CITY AND POLICE DEPARTMENT DO DIFFERENTLY TO HELP YOU FEEL SAFE? (OPEN ENDED)**

The trends found in the community responses were similar to the previous question in that a large majority of respondents wanted more police walking the streets and a decrease in response time. Additionally, several respondents felt they could not contact police without the sense of feeling punished if they did. Several respondents commented that they wished police would have an increased focus on smaller crimes (quality of life), rather than the majority of the Department's focus being placed on violent crimes. Finally, there was a prominent trend that the community wished to know their officers on a more personal level to decrease tensions or fear.

QUESTION: WHAT WOULD YOU SAY SHOULD BE THE PRIORITY FOR THE NEXT OAKLAND CHIEF OF POLICE? (OPEN ENDED)

The primary trends uncovered in this question were that the community would like to see the next Chief of Police improve community race relations and decrease sex trafficking. Many respondents felt that in addition to focusing on improving the community, a priority of the next Chief of Police should be to improve accountability in the Department. Similarly, many respondents felt that the Chief of Police would need to conduct an internal review of employees and undertake change as necessary. A large number of respondents want the first priority of the Chief of Police to be to reduce violent crime and other crime, increase internal training to include de-escalation practices, and hire more police officers.

QUESTION: WHAT WOULD YOU SAY SHOULD BE THE SECOND PRIORITY FOR THE NEXT OAKLAND CHIEF? (OPEN ENDED)

A primary trend among respondents was that the community wished to end corruption in the Department and for the Chief of Police to display high moral standards and integrity to the Department for officers to imitate. The responses in this question were similar to those of the prior question and in general respondents wished for violent crime reduction.

QUESTION: WHAT ARE THE MOST IMPORTANT QUALITIES, QUALIFICATIONS, OR SKILLS THAT A NEW OAKLAND CHIEF OF POLICE SHOULD HAVE?

Respondents were required to select three responses out of the predetermined list that were the most important to them personally to see in the next Chief of Police. The following question required respondents to then rank their responses in order of importance. The results found that "Integrity," "Able to Lead Cultural Change," and "Record of Crime Reduction" were the responses with the highest rankings.

QUESTION: OTHER COMMENTS OR SUGGESTIONS REGARDING THE NEXT OAKLAND CHIEF OF POLICE? (OPEN ENDED)

One of the most reoccurring comments was the desire to hire the next Chief of Police from outside of the Department and allow for community input during the hiring process. Many respondents felt that the next Chief of Police should reside in Oakland, have diversity experience, and be from a major metropolitan area. Many respondents felt that the next Chief of Police should be female or "a person of color." A trend in responses was that the community would like the Chief of Police to be free from political pressures and have autonomy. In line with other questions, many respondents desire the Chief of Police to increase community involvement and transparency.

QUESTION: HOW WOULD YOU RATE YOUR OVERALL EXPERIENCE WITH THE CITY OF OAKLAND POLICE DEPARTMENT:

Survey respondents were required to select one option for how they would rank their overall experience with the Department, the results showed:

- 11.5% – Excellent
- 36.45% – Good
- 26.12% – Only Fair
- 15.20% – Poor
- 10.72% – No Experience

QUESTION: IS THERE ANYTHING ELSE YOU CAN THINK OF THAT THE CITY SHOULD CONSIDER WHEN SELECTING THE NEXT CHIEF OF POLICE? (OPEN ENDED)

A major trend in responses showed that the respondents would like the City to select a candidate that can clear out “bad apples” and who is a change maker. Another theme among the responses was that the respondents desired a strong communicator within the Department and the community, and a candidate with a proven track record. Response trends show that the community would like a candidate that is invested in Oakland (live in Oakland), not afraid of the challenges of Oakland, and someone with a “thick skin.”

ATTACHMENT E

**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
RALPH ANDERSEN & ASSOCIATES**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of March 1, 2016 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and Ralph Andersen & Associates ("Contractor")

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be Anil Comelo.

3. Time of Performance

Contractor's services shall begin on March 1, 2016 and shall be completed March 1, 2019.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed **\$150,000**, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down

into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for

any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration of termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this

Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified

check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement

is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

19. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **March 1, 2019**.

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23. Local and Small Local Business Enterprise Program (L/SLBE)

The L/SLBE program requirements have been waived for this project per availability analysis dated 05/21/15.

- a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or subconsultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. *Good Faith Effort* - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. *Preference Points* – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.

- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for h having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age,

marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- m. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$12.53 with health benefits or \$14.40 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st 2016, the new rate will be \$12.93 with health benefits or \$14.86 without health benefits.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.87 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or

immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

25. Minimum Wage Ordinance

Pursuant to the Oakland Municipal Code Chapter 5.92, the New Minimum Wage Law became effective March 2, 2015.

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

26. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination**.

27. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

28. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P, Nuclear Free Zone Disclosure Form**, that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

29. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

30. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

31. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

32. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

33. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

34. Governing Law

This Agreement shall be governed by the laws of the State of California.

35. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)

Human Resources Management
150 Frank H. Ogawa Plaza, 3rd Floor
Oakland, CA 94612
Attn: Anil Comelo

Name of Contractor

Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765
Attn: Heather Renschler

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

36. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

37. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

38. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

39. Time of the Essence

Time is of the essence in the performance of this Agreement.

40. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

41. Approval

Schedule Q

INSURANCE REQUIREMENTS (Revised 07/08/15)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$ _____ each claim and \$ _____ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. **Insured Status (Additional Insured):** Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors,



AUG 19 2016 11:44

SCHEDULE A

SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

(To be completed by the prime & City of Oakland project manager)

The scope of work should include all aspects of conducting a comprehensive national executive recruitment on an as-needed basis for various executive and senior-level vacancies as they arise. The Contractor agrees to perform the services necessary for completion of the Search, including, but not limited to the following:

- a) Position Analysis
- b) Advertising Campaign
- c) Candidate Identification which takes into account the existing top candidates from this search
- d) Resume Review and Screening
- e) Preliminary Interviews
- f) Detailed Reference Checks
- g) Recruitment Report
- h) Client/Finalist Interviews
- i) Final Interview Assistance
- j) Assist the City in negotiating terms and conditions of employment with the selected candidate. Advise the City on salary, benefits and employment agreements; and
- k) Follow-up Correspondence

COMPENSATION

As full compensation for all of Contractor's professional services performed hereunder, the City shall pay the Contractor no more than the capped contract amount of \$150,000 (One Hundred and Fifty Thousand Dollars) for professional services and reimbursement for reimbursable expenses as described in Schedule B. For each search, the City will provide in writing prior to initiation of services, a capped amount for professional services and a capped amount for reimbursable expenses. Contractor will be paid as described in the method of payment in Schedule B.

Compensation for Additional Services. In the event the City requires services in addition to those described above and/or in addition to those described in the August 5, 2015 proposal from the Contractor to the City, but remains within the scope of the original work and remains under the City Administrator's contract authority, the City and the Contractor shall come to an agreement in writing.

GUARANTEE

If, during the first year of employment, the individual selected to serve in the position for which Contractor conducted the search resigns or is dismissed by the City, Contractor agrees to perform another search for that position without any professional fee. Such search shall continue until the City identifies and hires a suitable individual for the position. At all times City retains the right to determine the suitability of candidates. The Contractor shall be entitled to reimbursement of expenses for advertising, brochures, consultant travel for meetings, clerical, graphics, research, printing and binding, postage and delivery, verifications and searches on the top candidates, and long distance telephone and cellular charges.

Contractor:

Heather Renschler, Ralph Andersen & Associates

(Please Print)

Heather Renschler

(Signature)

August 19, 2016

(Date)

City Representative:

Anil Comelo

(Please Print)

Anil Comelo

(Signature)

8-26-16

(Date)

Schedule B

Fixed Fee Pricing

Search efforts for the City will be tailored to meet the unique needs of each recruitment effort. Recruitments will be on a fixed fee basis. The following is a range of fees set forth by Ralph Andersen & Associates for searches to be initiated beginning July 2015:

City of Oakland Recruitment Process Senior, Executive, or Other Highly Specialized Positions	
Responsible Entity	Fixed Fee for Professional Services and Expenses*
City Administrator	\$35,000 - \$50,000
Assistant City Administrator	\$25,000 - \$30,000
Department Director	\$25,000 - \$30,000
Department Director – Public Safety	\$50,000 - \$75,000
Department Director – Technology	\$25,000 - \$35,000
Department Deputy Director	\$25,000 - \$30,000
Ralph Andersen & Associates reserves the right to adjust fees on an annual basis. *Expenses included in the fixed fees listed above include such items as advertising, consultant trips (up to 3 trips to the City), clerical, graphic design, research, printing and binding, postage and delivery, verifications and Internet and Lexis/Nexis searches on not more than the top two (2) candidates, and long-distance telephone and cellular charges. Verifications on more than the top two (2) candidates will be supplemental to this proposal and will be at the discretion of the City's Project Manager.	

Brochure – A full color brochure will be developed for the City of Oakland similar to the attached samples. All pictures will be the responsibility of the City.

Ralph Andersen & Associates will bill the City of Oakland monthly. Progress payments will be due upon receipt. **The City will be responsible for all candidate expenses related to on-site interviews and in-person screening interviews (if desired) for selected finalist candidates.** Any consultant travel outside the scope of the contract will be billed to the City for actual expenses only.

2016 FEB 10 PM 12:12
RESOLUTION No. 86022 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ESTABLISH ON-CALL CONTRACTS WITH THE HAWKINS COMPANY, MANAGEMENT PARTNERS, RALPH ANDERSEN & ASSOCIATES AND AVERY ASSOICIATES, INC. TO PROVIDE EXECUTIVE RECRUITMENT SERVICES AT A COST OF \$150,000 PER CONTRACT FOR A TOTAL CONTRACTING COST NOT TO EXCEED \$600,000 OVER A THREE YEAR PERIOD BEGINNING MARCH 1, 2016 THROUGH MARCH 1, 2019.

WHEREAS, executive and senior level vacancies need specialized expertise and attention; and

WHEREAS, such specialized services can include confidential outreach to the targeted candidates, rigorous reference checks, extensive niche marketing efforts and compensation negotiation; and

WHEREAS, the City of Oakland does not possess such capabilities in-house; and

WHEREAS, it is in the interest of the City to utilize the professional services of executive recruitment firms to identify and screen desirable candidates for executive and senior level vacancies; and

WHEREAS, in preparation of the existing contract expiring, the City has put forth and received responses to a Request for Proposals to provide executive recruitment services for the City; and

WHEREAS, a total of nine (9) firms submitted proposals; and

WHEREAS, all four (4) of the firms selected have been vetted previously through a formal RFP process and have demonstrated a recruitment methodology and capability to assist the City in recruiting high caliber candidates; and

WHEREAS, the most suitable and qualified firms have been selected to provide executive recruitment services to the City on an as needed basis; now therefore be it,

RESOLVED, that the City Council hereby authorizes the City Administrator to establish on-call contracts with The Hawkins Company, Management Partners, Ralph Andersen & Associates and Avery Associates, Inc. to provide executive recruitment services at a cost of \$150,000 per contract for total contracting cost not to exceed \$600,000 over a three year period beginning March 1, 2016 through March 1, 2019; and be it

FURTHER RESOLVED, that based on information provided by the City Administrator, the Council finds that this contract is of a professional and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive civil service; and be it

Attachment 7
seeking executive recruitment services upon the existence of such vacancies; and be it

FURTHER RESOLVED, that the City Attorney will approve the contracts as to form and legality and copies will be on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, MAR 01 2016

PASSED BY THE FOLLOWING VOTE:

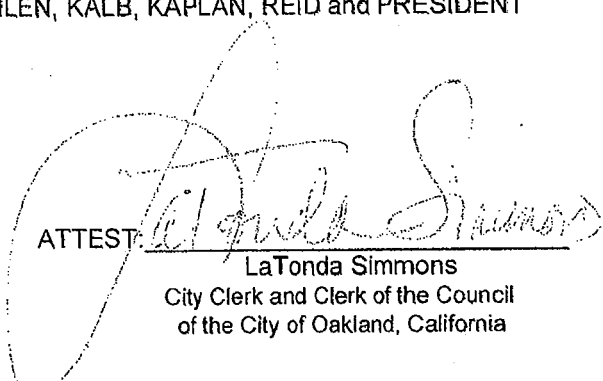
AYES - BROOKS, CAMPBELL-WASHINGTON, ~~GAZZO~~, GUILLEN, KALB, KAPLAN, REID and PRESIDENT GIBSON MCELHANEY --- 7

NOES - Gallo - 1

ABSENT - 0

ABSTENTION - 0

ATTEST:


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ice Insurance Agency 813 F Street, 2nd Floor Sacramento, CA 95814	CONTACT NAME: Ice Insurance Agency PHONE (A/C, No, Ext): (916) 387-6800 FAX (A/C, No): (888) 250-8403 E-MAIL ADDRESS: info@iceins.com														
INSURED Ralph Andersen & Associates 5800 Stanford Ranch Rd., #400 Rocklin, CA 95765	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Comp</td> <td>18058</td> </tr> <tr> <td>INSURER B : Hartford Accident & Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Comp	18058	INSURER B : Hartford Accident & Indemnity Company	22357	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		PHSD1087225	01/01/2016	11/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		PHSD1087225	01/01/2016	11/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB526420	01/10/2016	11/10/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	<input checked="" type="checkbox"/>	57WECPI9708	10/20/2015	10/20/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors and Omissions			PHSD1087225	11/10/2015	11/10/2016	\$2,000,000 Per Occurance \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Oakland 1 Frank H. Ogawa Plaza, 3rd Floor Oakland, CA 94612 Attn: Chantal Cotton, Assistant to City Administrator	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 57 WEC PI9708

Endorsement Number:

Effective Date: 10/20/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: RALPH ANDERSEN & ASSOCIATES

5800 STANFORD RANCH RD STE 410
ROCKLIN, CA 95765

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
CONTRACT OR AGREEMENT TO
OBTAIN THIS WAIVER FROM US.
ENDORSEMENT NOT APPLICABLE IN
KY, NH, NJ OR FOR ANY MO
CONSTRUCTION RISK.

IF ANY

Countersigned by _____

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date: 10/14/15

Policy Expiration Date: 10/20/16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESSOWNERS POLICY-ELITE ENHANCEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Part 1: Property Coverage Enhancements:

The following amendments are a part of the BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM:

1. Increased Glass Limits

Section A. Coverage, item 4.b. is replaced by:

- b.** With respect to glass (other than glass building blocks) that is part of the interior of a building or structure, or part of an outdoor sign, we will not pay more than \$3,000 for the total of all loss or damage in any one occurrence.
This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

2. Increased Fire Department Service Charge

Section A. Coverage, item 5.c. is replaced by:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$3,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

3. Reduced Waiting Period and Longer Duration for Civil Authority Coverage

Section A. Coverage, item 5.i. is replaced by:

i. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 48 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 5 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends; whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance.

4. Broadened Personal Property Coverage

Section A. Coverage, item 1.b., the first paragraph is replaced by:

- b. Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,250 feet of the described premises, including:

5. Increased limits for Personal Property Off Premises

Section A. Coverage, item 6.b. is replaced by:

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

6. Increased limits for Outdoor Property

Section A. Coverage, item 6.c. is replaced by:

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$5,000, but not more than \$1,000 for any one tree, shrub or plant.

7. Fire Extinguisher Recharge

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is \$3,000.

No deductible shall apply to this coverage.

8. Business Income Enhancement

Section A. Coverage, item 5. Additional Coverages, section f. Business Income is amended as follows:

The reference to "60 days" as the limitation on payroll expenses is replaced by "365 days."

9. Lock Replacement

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover necessary expense to repair to replace exterior or interior door locks of a covered building:

- a) If your door keys are stolen in a covered theft loss; or
- b) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension of \$250 for any one occurrence.

10. Removal of Sewer Backup Exclusion

Section B. Exclusions, item g(3) is amended to include:

Backups of sewers will not be excluded, but the most we will pay for such losses is \$500 in the policy period.

Part 2: Liability Coverage Enhancements:

The following amendments are a part of the BUSINESSOWNERS LIABILITY COVERAGE FORM:

1. Medical Payments

If Medical Payments Coverage (Coverage A.2.) is not otherwise excluded from this Coverage Part: The Medical Expense Limit is changed subject to all the terms of Limits Of Insurance (Section D) to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Supplementary Payments

In the Supplementary Payments – (Coverage A.1.d.):

- 1. The limit for the cost of bail bonds (item (2)) is changed from \$250 to \$500; and
- 2. The limit for loss of earnings (item (4)) is changed from \$250 a day to \$500 a day.

3. Blanket Additional Insureds

Who is An Insured (Section C) is amended to include the following, but only for liability arising out of the negligence of the Named Insured:

Each of the following is also an Insured:

- a. any Contractor, including contracting governmental entities, who hires you as their subcontractor;
- b. any person or organization who has an ownership interest in you;
- c. any lessor of leased equipment, who rents equipment to you, but only with respect to liability arising out of the maintenance, operation, or use by you, provided however that this

- item c. will not apply to (1) any occurrence which takes place after the equipment lease expires; nr (2) "Bodily Injury" or "Property Damage" arising out of the negligence of the lessor or contractor engaged to operate the leased equipment; and
- d. any owner, mortgagor, lessor, landlord, condominium association or manager of a premises leased by you, but only for "occurrences" that take place while you occupy the premises, provided however that this item d. will not apply to structural alterations, new construction, or demolition operations; and

With regard to parties applicable under items a. through d. above, the Insurer and the Named Insured agree to waive rights of recovery, as provided within the policy.

Nothing contained in this section C. shall serve to nullify matters excluded under section B. of the policy.

4. Bodily Injury - Mental Anguish

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

5. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

6. Employee Indemnification Defense Coverage

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A.1.d.**, the following is added:

- (8) We will pay on your behalf defense costs incurred by an "employee" in a criminal proceeding, provided, however that you must have a prior written agreement with such "employee" whereby you agree to indemnify the "employee" for such defense costs, and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment. The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$2,500 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

7. Amendment of Aggregate Limit

SECTION D.4. – Aggregate Limits, item B is replaced by:

- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is three times the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire or explosion.

8. Amendment to Watercraft Exclusion

Part B- Exclusions, item g.(2)(a) is amended by the following:

The phrase "less than 26 feet" is replaced by "less than 51 feet."

Part 3: Amendment of Conditions:

1. Other provisions of the policy notwithstanding, this policy will be primary for all losses covered herein, and the existence of other insurance will not serve to reduce our obligation.
2. You will have the right to waive our rights of recovery prior to a loss with respect to any party. This must be done in writing to affect our rights.

Combined Contract Schedules



114

Business Name Ralph Andersen & Associates Phone (916) 630-4900 Email: info@ralphandersen.com
 Address 5800 Stanford Ranch Rd., Suite 410 City Rocklin State CA Zip 95765 Federal ID # 94-2299383
 City of Oakland Business License Number 28012523 Completed by: Heather Renschler Phone if different _____

Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

☒ I declare under penalty of perjury that my company is NOT headquartered in Arizona. OR
☐ I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because _____

☒ I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

Schedule D – (Ownership, Ethnicity and Gender) Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

☐ Self Employed, Name of Owner _____ ☒ Corporation, State of Incorporation California
☐ Partnership, General or Limited _____ Names of Partners _____
☐ Joint Venture, Names of Participants _____

Ownership Interests *All owners must be listed in this information*

Ethnicity	African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners				2			
% Of Total Ownership				100%			
Women				1/51%			
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLER, L/SLBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. _____ Certified California Small Business

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male							Female				
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management	11		1			7				1		2		
Professional	2					1						1		
Technical														
Clerical	8					1						5	2	
Trades														

Schedule K - (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) Yes **No**

2. If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____

Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____

Issues: _____ (check) _____ Additional Disputes listed on Attachment _____

Schedule M - (Independent Contractor Questionnaire) - PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

FEIN 94-2299363

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

1. Have you performed services for the City in any year(s) prior to 200 ? If yes, please indicate which years.	Yes	No
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.		

(The consultant is an independent contractor. See p. 4)

Business Entities (BE)

Online Services
 - E-File Statements of Information for Corporations
 - Business Search
 - Processing Times
 - Disclosure Search

Main Page
 Service Options
 Name Availability
 Forms, Samples & Fees
 Statements of Information (annual/biennial reports)

Filing Tips
 Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information
 Resources

- Business Resources
 - Tax Information
 - Starting A Business

Customer Alerts
 - Business Identity Theft
 - Misleading Business Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, September 11, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

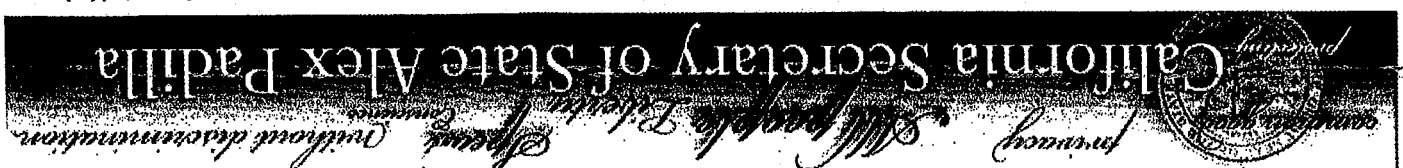
Entity Name:	RALPH ANDERSEN & ASSOCIATES
Entity Number:	C0752518
Date Filed:	08/20/1975
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	5800 STANFORD RANCH RD, # 410
Entity City, State, Zip:	ROCKLIN CA 95765
Agent for Service of Process:	INCORP SERVICES, INC.
Agent Address:	5716 CORSA AVE STE 110
Agent City, State, Zip:	WESTLAKE VILLAGE CA 91362-7354

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract.		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any un-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers.		
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed.		
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		

20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes.	Yes	No
---	-----	----

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Per Secretary of State Pritov showing Andersen is an active corporation. I also consulted the secretary of state website and confirmed the designation is correct.

Date 10/14/15 Carol Seake
City Attorney/Assistant City Attorney/Deputy City Attorney

Schedule N - (Living Wage - Declaration of Compliance) applicable to professional services contracts over \$25K only

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	21
(2) How many of your permanent employees are paid above the Living Wage rate?	21
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to item "a" above)	12+
(5) Number of trainees in your company?	0
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	0

Schedule N-1 - (Equal Benefits - Declaration of Nondiscrimination)

Section A. Contractor Information

- (1) Are you an EBO certified firm (Please circle one) Yes No (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S. 21 No (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please circle one) Yes No (4) Union name(s) _____

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Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) **Yes** No
- (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one) **Yes** No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health		X	X		X
Dental				X	
Vision		X	X		thru Kaiser
Retirement (Pension, 401K, etc)		X	X		X
Bereavement		X	X		X
Family Leave		X	X		X
Parental Leave					
Employee Assistance Program	X				
Relocation & Travel		X	X		X
Company Discount, Facilities & Events		X	X		X
Credit Union					
Child Care				X	
Other					

(1) *CFAR is a City Financial Recipient.* (2) *Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry*

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- ☒ I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- ☐ I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because

Schedule U – (Compliance Commitment Agreement)

- ☒ I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for professional services contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: HL

Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: HL

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41 CFR 60-250.4 where applicable. Initial: HL

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: Heather Renschler

Title: President/CEO

Signature: Heather Renschler Date: September 21, 2015

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

SCHEDULE V RESPONSE

A claim of discrimination was filed against Ralph Andersen & Associates with the EEOC by a candidate for a recruited position. The matter was resolved to the satisfaction of all parties. Ralph Andersen & Associates has been in business for more than 43 years and has conducted more than 1,200 executive recruitments nationwide, and this was the only claim of discrimination ever made against Ralph Andersen & Associates. There have been no other claims and no judgments against Ralph Andersen & Associates.



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

Ralph Andersen & Associates

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Shelley Darenburg
Shelley Darenburg
Senior Contract Compliance Officer

10/6/15
Date

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING



Date July 9, 2015

Prime Consultant **Ralph Andersen & Associates**

Project Name: Executive Recruitment Services

Signed:

21/08/12, Tuesday

Note: The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

[illegible]

Attach additional page(s) if necessary.

Attach additional page(s) if necessary. This information will be used for tracking purposes only. Contractors are required to identify the ethnicity and gender of all listed firms majority owner. (O=Other) (NA=Native American) (C=Caucasian) (H=Hispanic) (A=Asian Pacific) (M=Middle Eastern) (AI=Asian Indian) (A=Asian Indian) (W=White)

Contractors are required to identify the ethnicity and gender of all insured minors working on the project.
 * (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (CA=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)
 ** (M = Male) (F = Female)

**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED
BY REQUESTING DEPARTMENT**

Contracting Dept. or Agency Human Resource Management

Dept. or Agency Liaison Anil Comelo (Ext. 6450)

Name of Contractor Ralph Andersen & Associates

Contractor EIN or SSN 94 - 22 993 83

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract.

1. Briefly describe the work to be performed by the Contractor. All aspects of conducting a comprehensive national executive recruitment services on an on-call basis.
2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants?
The contractor has the option of assigning duties to their contracted project team members.
3. Do you intend to give the Contractor instructions on how to do the work under the contract?
No.
4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. A detailed scope of work will be developed for each recruitment on a case by case basis including key milestones and deliverables. HRM will establish a regular meeting schedule with key stakeholders to discuss/anticipate or resolve issues of concern and meet expectations.
5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain?
The work of the contractor will end because it is a finite project with a end date of 3/1/2019.
6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). Primary work will be at the Contractor's facility. City sites will be used to conduct meetings among and/or with stakeholders and possibly a space to conduct selection interviews.
7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification?
No.
8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) There is some overlap with the HR Analyst series. Contractor has greater depth recruiting expertise & industry standards; higher level of experience.
9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour.
No.

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)

10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe Yes. The contractor will be paid total project basis as defined in the method of payment on Schedules A & B per executive search.

11. Over how long a period of time will services under this contract be performed? Over a three (3) year period on an on-call basis. Each executive search will have a defined timeline.

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time No.

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. There is no requirement to do so.

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof?
No.

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract?
Yes. Any specific reimbursements will be determined in advance and in writing.

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?
No. The City expects the Contractor to agree in advance to specific milestones and target dates.

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. Yes. Frequency to be determined and based upon deliverable timelines for periodic project updates.

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below:
PSA contracts are for expert professional services; not regularly scheduled or seasonal work.

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

8/4/16
Date

[Signature]
Department or Agency Liaison FOR Anil Comelo

SCHEDULE O



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor.

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an ☒ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Ralph Andersen & Associates Phone (916) 630-4900

Street Address 5800 Stanford Ranch Rd., Suite 410 City Rocklin, State CA Zip 95765

Type of Submission (check one) ☐ Bid ☒ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name Heather Renschler Phone (916) 630-4900

Street Address 5800 Stanford Ranch Rd., Suite 410 City Rocklin, State CA Zip 95765

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Robert Burg
Signature

Robert Burg
Print Name of Signer

7 / 9 / 2015
Date

Executive Vice President
Position

To be completed by City of Oakland after completion of the form.

Date Received by City _____ By _____

Date Entered on Contractor Database _____ By _____

Revised 3/2/2009

Printer Friendly Results

<u>Account Number</u>	<u>Business Name</u>	<u>Business Address</u>	<u>Owner Name</u>	<u>Business Phone</u>	<u>Status</u>	<u>Expiration Date</u>
28012523	RALPH ANDERSEN & ASSOCIATES	5800 STANFORD RANCH RD STE 410	HEATHER RENSCHLER	(916)630-4900	Active	12/31/2016

Your search returned 1 Results.

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Email Any Questions Or Translation Suggestions/Corrections

JUN 27 2016 10:57

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE****ACCOUNT
NUMBER**

28012523

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

RALPH ANDERSEN & ASSOCIATES

EXPIRATION DATE

12/31/2016

BUSINESS LOCATION5800 STANFORD RANCH RD STE 410
ROCKLIN, CA 95765-4386**BUSINESS TYPE**

F Professional/Semi-Professional

**NAME**

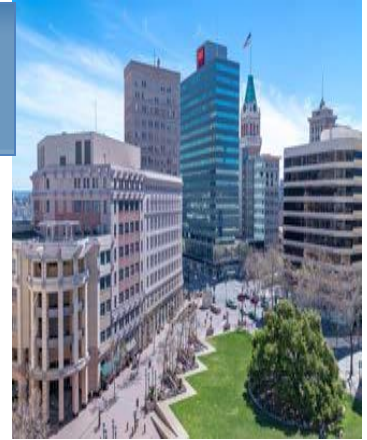
RALPH ANDERSEN & ASSOCIATES

MAILING ADDRESS5800 STANFORD RANCH RD STE 410
ROCKLIN, CA, 95765-4386

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City of
OAKLAND *California*



CITY OF OAKLAND OFFICE OF THE CITY ADMINISTRATOR

Sabrina Landreth, City Administrator

REQUEST FOR PROPOSALS (RFP)

For

EXECUTIVE RECRUITMENT SERVICES 2019

Due Date: Monday, November 18, 2019 – 2:00 p.m. (Pacific)

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The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed at: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also, request a copy by email from isupplier@oaklandca.gov

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I. INTRODUCTION

This Request for Proposal (RFP) is being issued by the City of Oakland, Human Resources Management Department.

Pre-proposal Meeting Date and Time: N/A

Deadline for Questions: 2:00 PM, Friday, November 8, 2019 by email to the Project Manager, gpreece@oaklandca.gov

Proposal Submittal Deadline Date and Time: Monday, November 18, 2019 at 2:00 PM

Deliver To: Office of the City Administrator, Contracts and Compliance Division, 250 Frank Ogawa Plaza 3rd Floor, Suite 3341, Oakland, Ca 94612
Phone: (510) 238-3190

Proposals Must Be Received and Time Stamped by Contracts and Compliance Staff No Later Than - 2:00 P.M. Proposals not received at the above location by the Proposal Submittal Deadline are late and will be returned to proposers unopened.

The Contractor shall be required to comply with all applicable City programs and policies outlined in Attachment C. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦ Equal Benefits for Registered Domestic Partners ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 50% L/SLBE (waived per Availability Analysis dated 10/11/19) ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Professional Services Local Hire ♦ and Border Wall Prohibition

Contractors who wish to participate in the RFP/RFQ process are required to register in iSupplier to receive addenda, updates, announcements and notifications of contracting opportunities. We recommend updating your firm's primary email address regularly and periodically confirming that the "Products and Services" section fully represents the scope of products and services provided. If you have any questions, please email isupplier@oaklandca.gov.

For further information and detailed iSupplier registration instructions, please visit the following link <https://www.oaklandca.gov/services/register-with-isupplier>

Free copies of the RFP/RFQ documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City. Please consult the City website for the Plan Holder list.

1. iSupplier Registration/Login:

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<https://www.oaklandca.gov/services/register-with-isupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier
iSupplier Plan Holders List:
<https://www.oaklandca.gov/services/active-closed-opportunities>

Contact Information: The following City staffs are available to answer questions regarding this RFP.

1. Project Manager: Greg Preece at gpreece@oaklandca.gov or (510) 238-7334
2. Contract Admin: Jasmine Chan at jchan@oaklandca.gov or (510) 238-7524
3. Contract Compliance Officer: Sophany Hang at shang@oaklandca.gov or (510) 238-3723

This Request for Proposal (RFP) is issued by the Human Resources Management Department of the City of Oakland, California for the purpose of selecting specialized recruitment services to source candidates for senior, executive or other highly specialized positions.

The executive search firm will research the availability of suitable candidates that match City requirements. The executive search firm may act as an intermediary to investigate whether the individual might be interested in moving to a new employer and also carry out initial screening of the candidate and participate in negotiations.

The executive search firm must have a wide range of personal contacts in their industry or field of specialty; detailed, specific knowledge of the area; and typically operate at the most senior level of executive positions. The preferred executive search professionals will be involved throughout the hiring process, conduct detailed interviews and presenting candidates to clients selectively, when they feel the candidate meets all stated requirements and would fit into the culture of the City of Oakland; and have long-lasting relationships with clients spanning many years, and in such cases the suitability of candidates is paramount. It is also important that the executive search firm operate with a high level of professionalism and confidentiality.

Oakland is the eighth largest city in the State of California, with an estimated population of 420,183, and a wealth of resources and opportunities. The City of Oakland is situated at the geographical center of the San Francisco Bay Area and is the largest and most established of the East Bay cities. Located in Alameda County, Oakland encompasses 56 square miles of land, with 19 miles of coastline to the west and magnificent rolling hills to the east.

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II. SCOPE OF SERVICES

The scope of services includes all aspects associated with recruiting qualified, experienced, proven leaders for placement into city government at the Department Head level.

Specific deliverables include:

- Determining the City’s needs and desired characteristics (knowledge, skills, and abilities) to develop candidate profile(s);
- Developing an advertising and outreach plan;
- Targeting, recruiting, screening, and interviewing candidates;
- Conducting background and credit checks;
- Checking references and verifying information;
- Identifying the most qualified candidates for the position(s);
- Working with the City to coordinate and schedule interviews and candidate travel;
- Administratively supporting the interview process
- Assisting the City in negotiating terms and conditions of employment with the selected candidate and advising the City on salary, benefits and employment agreements, as well as approaches to housing and relocation; and
- Other services, as needed, to successfully complete the executive search.

The City will negotiate the scope of services, budget, deliverables, and timeline for each executive search. There is no guarantee of a minimum amount of work or compensation for any of the respondents selected. The City may select Contractors in its sole and absolute discretion. The contract will be awarded to the most qualified applicant(s) who demonstrates success in executive recruitment and presents the most effective and strategic recruitment plan.

A. Description of Services

Contractor shall work with the City’s Recruitment Team to successfully implement each phase of the recruitment, selection and hiring process for the City as detailed below:

Phase I – Recruitment:

1. Review the job description, position compensation and recommend modifications as necessary to attract highly qualified candidates;
2. Identify current issues, challenges, and opportunities that may affect recruitment for the City of Oakland and provide recommendations and strategic plans to address them;
3. Design and implement a comprehensive national outreach plan with active outreach activities as well as passive elements to include advertising, creation of a brochure for each position, and other print materials;

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4. Present recruitment plans to the Recruitment Team to ensure outreach and expected results are consistent with expectations of the City, within two (2) weeks of engagement.
5. Provide weekly detailed reports of results of outreach efforts, including summary statistics of candidate pool, demographic information, and reasons for disinterest of targeted candidates;
6. Continue recruitment activities until an appropriate candidate pool has been established.

Phase II – Candidate Screening and Selection

7. Design valid selection process, including interview questions and desirable responses, for review by the Recruitment Team;
8. Contact and interview prospects to assess their qualifications and interest in the position; screen candidates and introduce candidates to the Recruitment Team whom the Contractor believes can best perform the job as specified;
9. Conduct progress meetings with the Recruitment Team to report, analyze and strategize the steps necessary to complete the selection processes in the most expeditious manner;
10. Coordinate interview process, including selection of interview panelists, scheduling and logistics;
11. Send personal letters to candidates advising them of their status at each critical point in the recruitment; respond to candidate inquiries about status within 24 hours;
12. Complete detailed reference and background checks of the candidates that have been interviewed; and provide written reports of results to the Recruitment Team.

Phase III – Hiring Process

13. Coordinate salary negotiations and participate, to the extent necessary, in presenting the offer to the final candidate(s); assist the selected candidate(s) with approaches to housing and relocation.
14. Should the selected candidate prove unsuitable and/or resign within one year of hire, Contractor shall reopen the search at no additional charge except for travel fees.

III. THE PROPOSAL**A. GENERAL INFORMATION**

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)

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The L/SLBE program requirements have been waived for this project per availability analysis dated 10/11/19.

- a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or subconsultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and->**

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[schedules.](#)

- g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j) Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- k) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l) In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as

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well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- m) In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

4. The City's Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 5, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$14.35 with health benefits or \$16.47 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.12 per hour**. Contractor shall provide proof that health benefits are in

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effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
- e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its

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subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

5. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 4, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:

<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

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The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

7. Prompt Payment Ordinance OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of

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posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

8. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to

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people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.

- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or sub-

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Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

10. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, *cyber network or cloud computing, internet, or cloud-based computer technology* or services with any "*BORDER WALL ENTITY*" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud- based technology or services, to construction of the a wall along any part of the United States – Mexico border.

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All vendors seeking to do business with the City of Oakland must be complete and sign “Schedule W” as a statement of compliance with Ordinance 13459 C.M.S.,

11. Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor’s request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

12. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

13. Nuclear Free Zone Disclosure

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto.

14. Sample Professional Service Agreement

This Agreement is subject to the attached Sample Professional Service Agreement.

15. Insurance Requirements

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the Contractor’s insurance policies if and when requested. Failure to provide

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the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

16. City Contractor Performance Evaluation

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

17. Violation Of Federal, State, City/Agency Laws, Programs Or Policies:

The City or Agency may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and Agency and/or take any other action or invoke any other remedy available under law or equity.

18. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City.

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Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

19. The following City staff are available to answer questions:

RFQ and Project related issues:

Project Manager: Greg Preece, (510) 238-7334

Contract Analyst: Jasmine Chan, (510) 238-7524

Compliance Officer: Sophany Hang, (510) 238-3723

20. All responses to the RFQ become the property of the City.
21. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
22. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.
23. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams
24. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
25. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance,

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Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

26. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Submit six (6) copies of proposal. **The proposals are due at the Department of Contracts and Compliance, Office of the City Administrator, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612 time stamped by no later than 2:00 P.M. November 18, 2019. Proposals not received at the above location by the Proposal Submittal Deadline are late and will be returned to proposers unopened.**

All proposals submitted via US Mail or common carrier must be delivered in a sealed package with the project name, submittal date, time and location of the proposals on the outside of the package or the documents.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT**1. Transmittal Letter**

- a. For the transmittal letter, only. Addressed to Sabrina Landreth, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3rd Floor, Oakland, California, 94612. (Please do not submit proposals to this address or forward proposals to this address.)
- b. Signed by an officer of the consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

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2. Project Team

- a. In response to this RFP, the prime contractor shall be qualified consulting firm. For LBEs/SLBEs, submit a copy of current business license and date established in Oakland.
- b. Sub-Consultants (if used): list addresses, telephone numbers and areas of expertise of each. Briefly describe the project responsibility of each team member. Identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE). Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland.

3. Project Personnel

- a. Prime(s): Provide a detailed resume of the proposed principal-in-charge, lead person and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience.
- b. Sub- Consultants: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project. Clearly identify relevant experience. He/she shall be a professional currently licensed in the State of California.

4. Relevant Experience

- a. Describe experiences performing similar functions in three local government operations to include a brief description of recommendations and outcomes.
- b. If the team has worked together collaboratively, please include a description of this work.
- c. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders.

5. Project Approach and Organization

- a. Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements.
- b. Describe how you intend to interface with City staff and the community.

REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services**6. References**

- a. Prime Consultant(s): Three business related references, giving name, company, address, telephone number and business relationship.
- b. Proposed Project Manager(s): Two business related references, giving name, company, address, telephone number and business relationship to project manager.

7. Billing Rates

- a. Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.
- b. Shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

8. Submittals are validated using the following RFQ Checklist.

- a Schedules (Required with submission)

- 1. Schedule E - Project Consultant Team**
- 2. Schedule O - Campaign Contribution Limits**
- 3. Schedule W – Border Wall Prohibition**

- 9. Other schedules must be submitted prior to full contract execution and are available at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

- 10. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.

- 11. Proprietary Information: All responses to the RFQ become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".

- 12. Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information.

D. REJECTION OF PROPOSAL ELEMENTS

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The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFQ without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFQ.

E. EVALUATION OF PROPOSALS – SUBJECT TO CHANGE

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals:

- 1) Relevant Experience30 points
 - Past, recently completed, or on-going local government projects to substantiate experience.
 - Experience on at least three (3) projects providing services like those described in this RFQ.
 - Prior experience and ability to work with City staff, community groups, and other stakeholders.
- 2) Qualifications25 points
 - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization20 points
 - Current workload, available staff and resources.
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.
 - Cost control procedures in design and construction.
 - Ability to perform numerous projects at the same time.
- 4) Approach20 points
 - Understanding of the nature and extent of the services required.
 - A specific outline of how the work will be performed.
 - Awareness of potential problems and providing possible solutions.

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- Special resources the team offers that are relevant to the successful completion of the project.
- 5) L/SLBE Certified Business Participation2-5 Points
- 6) Other Factors.....10 points
- Presentation, completeness, clarity, organization, and responsiveness of proposal.

F. INTERVIEWS OF SHORT-LISTED FIRMS

Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase.

- 1) It is anticipated that approximately three teams will be invited to interview. The selected teams will be notified in writing, and will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.
- 2) The interviews will last approximately 60 minutes, with the time allocated equally between the team's presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services like those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).
- 3) Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed firms:
 - a) Presentation:.....40 points (Scoring criteria is like that of the proposal criteria.)
 - Relevant Experience
 - Qualifications.
 - Organization.
 - Approach.
 - Other Factors
 - b) Request for Proposal Submittal:.....25 points
 - Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 20 points
 - c) Interview / Questions:.....35 points

Overall Rating Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the

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short-listed firms The City anticipates the tentative schedule of events to be as follows:

Only those contractors meeting the relevant experience and submit the SOQ will be invited for interviews.

- 4) The City anticipates the **tentative schedule** of events to be as follows:
- | | |
|---------------------------------------|-----------------------|
| ▪ Distribution of RFP/RFQ | October 25, 2019 |
| ▪ Pre-proposal Meeting | N/A |
| ▪ Submission of RFP/RFQ | November 18, 2019 |
| ▪ Evaluation of Rankings | December 6 – 16, 2019 |
| ▪ Interviews (if necessary) | January 6-17, 2020 |
| ▪ Contract Negotiations | TBD |
| ▪ Contract Documentation Distribution | TBD |
| ▪ Contract Award | TBD |

G. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE

1. The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.
2. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. The City will withhold the final 10% of contract amount pending successful completion of work.
4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
5. A sample City standard professional services agreement is included in the RFQ as referenced as Attachment A “Sample Agreement”. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
6. Upon award the City will issue a Notice to proceed.
7. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local,

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state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

END OF RFQ

ATTACHMENT A

SAMPLE ONLY
PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
Name of Contractor

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of Month, date, year between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and Name of Contractor (“Contractor”)

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be Project Manager.

3. Time of Performance

Contractor’s services shall begin on Month, Date, Year and shall be completed Month, Date, Year.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed \$Amount, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor’s actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the

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contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, based on the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor can fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

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Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred because of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or

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transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will refer to the contribution of the City of Oakland in making the project possible. The words “City of Oakland” will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with “Notice” section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the “Notice” section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

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Unless a written waiver is obtained from the City’s Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City’s request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term “Contractor” includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.

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- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor because of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor

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and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

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18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

19. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **month date year.**

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

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- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
 - iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
 - v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
 - vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of

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that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color,

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national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23. **Local and Small Local Business Enterprise Program (L/SLBE)**

The L/SLBE program requirements have been waived for this project per availability analysis dated 10/11/19.

- a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/sub consultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. *Good Faith Effort* - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. *Preference Points* – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.

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- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant can develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. To earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to

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minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination based on age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- m. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 25, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater. The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$14.35 with health benefits or \$16.47 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, contractor shall pay adjusted wage rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.12 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid

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- holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
 - e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
 - f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
 - g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
 - h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.
25. Minimum Wage Ordinance
- Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.
- The law requires paid sick leave for employees and payment of service charges collected for their services.

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This contract is also subject to Oakland's Living Wage Ordinance (see Section 24, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:
<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

26. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination**.

27. City of Oakland Campaign Contribution Limits

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This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

28. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P**, Nuclear Free Zone Disclosure Form, that Contractor follows the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

29. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

30. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

31. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

32. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present

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to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

33. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

34. Governing Law

This Agreement shall be governed by the laws of the State of California.

35. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)
Agency/Department
Address
Oakland, CA
Attn: Project Manager

Name of Contractor
Address
City State Zip
Attn: Project Manager

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

36. Entire Agreement of the Parties

This Agreement supersedes all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all the representations, covenants and agreements between the parties with respect to the rendering

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of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

37. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

38. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

39. Time of the Essence

Time is of the essence in the performance of this Agreement.

40. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement

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and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

41. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

42. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

City of Oakland,
a municipal corporation

Name of Contractor

(City Administrator's Office) (Date)

(Signature) (Date)

(Agency Director's Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

Date of Expiration

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

END OF PROFESSIONAL SERVICES CONTRACT SAMPLE

ATTACHMENT B1
(Stand-Alone Schedules Required with Proposal)

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SCHEDULE E (PROJECT CONSULTANT TEAM LISTING)

An interactive version of this form can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023379.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

AND

SCHEDULE O (CAMPAIGN CONTRIBUTION LIMITS)

An interactive version of this form can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023287.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

AND

SCHEDULE W (BORDER WALL PROHIBITION FORM)

An version of this form can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/uploads/documents/Schedule-W-Form-Border-Wall-Prohibition.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

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SCHEDULE E
PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Note:

The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Date _____



Company Name:

Signed:

[illegible]

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)

(Revised as of 6/06)

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SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an ☐ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Signature _____

Date _____/_____/_____

Print Name of Signer _____

Position _____

To be Completed by City of Oakland after completion of the form

Date Received by City: _____/_____/_____ By _____

Date Entered on Contractor Database: _____/_____/_____ By _____

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SCHEDULE W

BORDER WALL PROHIBITION

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

☐ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

☐ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

(Printed Name and Signature of Business Owner)

(Date)

(Name of Business Entity)

(Street Address City, State and Zip Code)

(Name of Parent Company)

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**ATTACHMENT B2
(Stand-Alone Schedules Required Prior to Contract Award)**

**SCHEDULE E-2
(OAKLAND WORKFORCE VERIFICATION)**

An interactive version of this form can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/uploads/documents/oak043692.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

An interactive version of this form can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023255.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

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Oakland Workforce Verification

Schedule E-2

Date Submitted: _____ Consultant/Service Provider: _____ Phone: _____

Address: _____ email: _____ # additional sheets attached: _____

PLEASE NOTE: All prime consultants seeking additional preference points for Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/RFQ.

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	DE9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

PLEASE NOTE BELOW:

- 1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's license or ID Card, d) School ID Card, and/or e) U.S. Military Card.
- 2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Verification of Public Assistance.
- 3) It is required that all firms submit their most recently filed DE6/9.

ADDITIONAL SHEET

 Consultant/Service Provider _____ RFP/RFQ Title _____
 Additional Page # _____ of _____

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	DE6

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Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee

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bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of

the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$_____ each claim and \$_____ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.

- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by*

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Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best

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Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee

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satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

ATTACHMENT C: City Schedules and Policies

PLEASE READ CAREFULLY: It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFQ) and Grant announcements.

By submitting a response to this RFP/Q, NIB, or Grant opportunities, to the City of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.

Note: additional details are available on our website as follows:

<https://www.oaklandca.gov/documents/contracting-policies-and-legislation>

1. Schedule B-2 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website
<https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
- iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> *(see Combined Schedules)*

2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all its Contractors comply with their ADA obligations and verify such

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compliance by signing this Declaration of Compliance.

- (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration the Contractor's program would result;
 - (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. **Schedule D** – (Ownership, Ethnicity, and Gender Questionnaire) – **Applies to all agreements and is part of the “Combined Contract Schedules”**. *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule¹” and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

¹ Stand Alone Schedule is not part of the “Combined Schedule”.

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schedules.

- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

5. Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.

- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

7. Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone

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Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

8. Schedule K – (Pending Dispute Disclosure Policy) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
 - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
 - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
 - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
 - (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

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9. Schedule M – (Independent Contractor Questionnaire, Part A). – Applies to all agreements and is part of the “Combined Contract Schedules”.

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO_R.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

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- ii. The form is also available on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> Schedule Q.
- ii. A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. For establishing level of certified local Oakland for profit and not for profit

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- participation and calculating compliance with council’s 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
 - iv. The contractor herewith must list all subcontractors and suppliers with values more than one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
 - v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see Combined Schedules)

17. Schedule W – (Border Wall Prohibition)- Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

PLEASE NOTE: *By submitting an RFP/Q, NIB or Grants to the City of Oakland the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

Oakland Police Commission

Standing Committees**Community Outreach**

Dorado

Personnel

Harris

Jackson

Ad Hoc Committees**Annual Report**

Jackson

Smith

Military Police Equipment

Brown

Gage

Jordan

Appellate Process

Brown

Harris

Missing Persons Policy

Harris

Jackson

Jordan

Bey Case

Harris

OBOA Allegations Investigation

Dorado

Harris

Jackson

Budget

Dorado

Harris

Rules, Bylaws

Gage

Harris

Smith

Mental Health Model

Brown

Dorado

Harris

Use of Force Policy

Anderson

Gage

Harris



OAKLAND POLICE COMMISSION

SPECIAL MEETING MINUTES - DRAFT

January 9, 2020

5:30 PM

City Council Chamber, 3rd Floor
1 Frank H. Ogawa Plaza, Oakland, CA 94612

I. Call to Order

Vice Chair Ginale Harris

The meeting started at 5:37 pm.

II. Roll Call and Determination of Quorum

Vice Chair Ginale Harris

Commissioners Present: Tara Anderson, José Dorado, Henry Gage, III, Ginale Harris, and Edwin Prather.

Alternate Commissioners Present: David Jordan

Commissioners Excused: Regina Jackson and Thomas Lloyd Smith

Alternate Commissioners Absent: Chris Brown (*arrived during item VI*)

Counsel for this meeting: Conor Kennedy

III. Public Comment on Closed Session Items

No public comments were provided on this item.

The Commission adjourned to closed session in City Hall Building Bridges room. The open session section of the meeting commenced at 6:52 pm.

IV. Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

V. Determinations of Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

There were no reportable actions on this item.

VI. Welcome, Purpose, and Open Forum

Comments were provided by the following public speakers:

Michele Lazaneo

Paula Hawthorne

Saleem Bey

John Bey

Assata Olugbala

The Commission took a five minute recess during Open Forum. The meeting resumed at 7:40 pm.

VII. Vote to Approve Release of RFP for Closed Captioning Services

The Commission reviewed a draft Request for Proposals (RFP) for closed captioning services.

Comments were provided by the following public speakers:

Elise Bernstein

Assata Olugbala

A motion was made by José Dorado, seconded by Tara Anderson, to table this item and conduct more research on the issue. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather

No: 0

VIII. OPD Update on Oakland Black Officers Association (OBOA) Internal Affairs (IA) Investigation

Deputy Chief LeRonne Armstrong provided an update on the status of the IA investigation into the claims of the OBOA.

Comments were provided by the following public speakers:

Saleem Bey

John Bey

Lorelei Bosserman

Assata Olugbala

No action was taken on this item.

IX. Vote to Approve Release of RFP for an Investigator for the OBOA Case

The Commission discussed issuing an RFP for investigation services regarding the OBOA allegations and voted to release an RFP.

No public comments were provided on this item.

A motion was made by José Dorado, seconded by Henry Gage, III, to approve the release of an RFP. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather

No: 0

X. Use of Force Working Group

The Use of Force Working Group presented its revised draft report and a draft of the Oakland Police Department Use of Force Policy, Department General Order (DGO) K-03. The Commission voted to approve the revised DGO K-03 policy.

Comments were provided by the following public speakers:

Rashidah Grinage
Cat Brooks
Pamela Price
Saleem Bey
John Bey
Assata Olugbala

A motion was made by Henry Gage, III, seconded by José Dorado, to insert the following sentence between the second and third sentences of section I(A): “Members shall attempt to control an incident through sound tactics, including the use of time, distance, communications, tactical repositioning, and available resources, in an effort to reduce or avoid the need to use force whenever it is safe, feasible, and reasonable to do so.” The insertion of this sentence between the second and third sentences of section I(A) would require striking out the current section III. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather
No: 0

A second motion was made by Henry Gage, III, seconded by José Dorado, to approve DGO K-03 with the amendment listed in the prior motion. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather
No: 0

XI. Presentation by National Institute for Criminal Justice Reform (NICJR) of Proposed Pilot Juvenile Diversion Program

David Muhammad of NICJR delivered a presentation on the Neighborhood Opportunity and Accountability Board (NOAB) which will be a community based, restorative, youth diversion initiative in Oakland.

Comments were provided by the following public speakers:

Oscar Fuentes
John Bey
Saleem Bey
Lorelei Bosserman
Assata Olugbala
Elise Bernstein

A motion was made by Edwin Prather, seconded by Henry Gage, III, to write a letter on behalf of the Commission in support of the NOAB program. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather

No: 0

XII. Edits to Resolution 19-01

On October 24, 2019 the Commission approved Resolution 19-01 to engage the services of Knox & Ross Law Group to investigate if there is enough evidence to reopen the CPRA cases 07-0538, 13-1062, and 16-0147, for an amount not-to-exceed \$49,999, with all work to be conducted by licensed investigators. Knox & Ross Law Group requested edits to the resolution. The Commission reviewed the suggested edits and voted to approve the inclusion of those edits in an amended resolution.

No public comments were provided on this item.

A motion was made by Edwin Prather, seconded by José Dorado, to adopt resolution 19-01 as drafted by Mr. Alden. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather

No: 0

XIII. Meeting Minutes Approval

The Commission voted to approve minutes from July 25, August 22, and September 12, 2019.

A motion was made by Edwin Prather, seconded by Henry Gage, III to approve the minutes of July 25, 2019. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather

No: 0

A second motion was made by José Dorado, seconded by Henry Gage, III to approve the minutes of August 22, 2019. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather

No: 0

A third motion was made by Edwin Prather, seconded by Henry Gage, III to approve the minutes of September 12, 2019. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, and Prather

No: 0

Abstain: Harris

XIV. Committee/Liaison/Other Commissioner Reports

José Dorado noted that he is working on securing United for Success as a location for a community meeting in the Spring. Ginale Harris reported that in her role as the

Commission's liaison for the Jonathan Bandabaila case she participated in recent outreach efforts.

No public comments were provided on this item.

No action was taken on this item.

XV. Agenda Setting and Prioritization of Upcoming Agenda Items

The Commission engaged in a working session to discuss and determine agenda items for the upcoming Commission meeting: a closed session; strategic plan update from off-site retreat; an update on the City Auditor's report; the Independent Monitor's 65th report; CPRA outreach options; and a letter of support for the NOAB program..

No public comments were provided on this item.

No action was taken on this item.

XVI. Adjournment

A motion was made by Edwin Prather, seconded by Henry Gage, III, to adjourn the meeting at 10:47pm. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, and Prather

No: 0



OAKLAND POLICE COMMISSION

SPECIAL MEETING MINUTES - DRAFT

January 23, 2020

5:30 PM

City Council Chamber, 3rd Floor
1 Frank H. Ogawa Plaza, Oakland, CA 94612

I. Call to Order

Chair Regina Jackson

The meeting started at 5:34 pm.

II. Roll Call and Determination of Quorum

Chair Regina Jackson

Commissioners Present: José Dorado, Henry Gage, III, Ginale Harris, Regina Jackson, and Thomas Lloyd Smith. Quorum was met.

Commissioners Excused: Edwin Prather

Commissioners Absent: Tara Anderson (*arrived during item IV*)

Alternate Commissioners Absent: Chris Brown and David Jordan (*both arrived during item IV*)

Counsel for this meeting: Conor Kennedy

III. Public Comment on Closed Session Items

No public comments were provided on this item.

The Commission adjourned to closed session in City Hall Building Bridges room. The open session section of the meeting commenced at 7:03 pm.

IV. Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

V. Determinations of Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

There were no reportable actions on this item.

Chair Regina Jackson took another Roll Call

Commissioners Present: Tara Anderson, José Dorado, Ginale Harris, Regina Jackson, and Thomas Smith. Quorum was met.

Commissioners Excused: Henry Gage, III (*left during item IV*) and Edwin Prather

Alternate Commissioners Present: Chris Brown and David Jordan

Counsel for this meeting: Conor Kennedy**VI. Welcome, Purpose, and Open Forum**

Comments were provided by the following public speakers:

Gene Hazard

Mary Vail

Saleem Bey

Michele Lazaneo

Assata Olugbala

Johnnisha Perry

VII. Jonathan Bandabaila Investigation Update and OPD Social Media Policy

OPD Bureau of Investigations Acting Deputy Chief Drennon Lindsey provided a status report on the investigation into the disappearance of Jonathan Bandabaila in May of 2019. OPD Deputy Chief LeRonne Armstrong discussed the status of creating a department-specific social media policy.

Comments were provided by the following public speakers:

Gene Hazard

Saleem Bey

Rashidah Grinage

Michele Lazaneo

Assata Olugbala

Johnnisha Perry

No action was taken on this item.

VIII. Update on City Auditor's Report

Chair Regina Jackson noted that the City Auditor will have draft reports of the Police Commission and CPRA audits in mid-to-late February.

Comments were provided by the following public speakers:

Assata Olugbala

No action was taken on this item.

IX. Letter of Support from Commission for National Institute for Criminal Justice Reform's Proposed Pilot Juvenile Diversion Program

The Commission discussed a letter of support which was prepared by Commissioner Prather.

Comments were provided by the following public speakers:

Jane Kramer

Rashidah Grinage

Assata Olugbala

Maureen Benson

No action was taken on this item.

X. 65th Independent Monitor's Report dated December 19, 2019

The Commission discussed the 65th Independent Monitor's Report dated December 19, 2019.

Comments were provided by the following public speakers:

Saleem Bey

Mary Vail

Bruce Schmiechen

Lorelei Bosserman

Anne Janks

Oscar Fuentes

Rashidah Grinage

Gene Hazard

Assata Olugbala

Jane Kramer

Maureen Benson

No action was taken on this item.

XI. Report on and Review of CPRA Pending Cases, Completed Investigations, Staffing, and Recent Activities

Executive Director John Alden reported on the Agency's pending cases, completed investigations, staffing, and recent activities.

Comments were provided by the following public speakers:

Gene Hazard

Assata Olugbala

No action was taken on this item.

XII. Outreach Services for CPRA

The Commission discussed seeking a provider of outreach services for CPRA.

Comments were provided by the following public speakers:

Lorelei Bosserman

No action was taken on this item.

XIII. Discussion and Vote to Authorize CPRA Director to Enter into Contracts for Services for Outreach Meetings, and Set Budget for Same

The Commission discussed and voted to authorize the CPRA Director to enter into contracts secure Audio/Visual (A/V) services, room rentals, and the like for outreach meetings for the Use of Force revision process.

Comments were provided by the following public speakers:
Jane Kramer

A motion was made by Regina Jackson, seconded by José Dorado, to approve a budget of \$20,000 and to authorize the CPRA Director to enter into contracts, secure A/V services, room rentals, and the like for outreach meetings for the Use of Force revision process, and for a second Commission Retreat. The motion carried by the following vote:

Aye: Anderson, Dorado, Harris, Jackson, and Smith
No: 0

A motion was made by José Dorado, seconded by Regina Jackson, to extend the meeting by 15 minutes. The motion carried by the following vote:

Aye: Anderson, Dorado, Jackson, and Smith
No: Harris

XIV. Strategic Plan Update from Off-Site Retreat

The Commission discussed the Strategic Plan which was prepared based on the work that was done at the off-site retreat on September 12, 2019.

No public comments were provided on this item.

No action was taken on this item.

XV. Meeting Minutes Approval

The Commission voted to approve minutes from October 10, October 24, November 14, and December 12, 2019.

No public comments were provided on this item.

A motion was made by José Dorado, seconded by Regina Jackson, to approve the minutes of October 10, 2019. The motion carried by the following vote:

Aye: Anderson, Dorado, Harris, Jackson, and Smith
No: 0

A second motion was made by José Dorado, seconded by Regina Jackson, to approve the minutes of October 24, 2019. The motion carried by the following vote:

Aye: Anderson, Dorado, Harris, and Jackson

No: 0

Abstain: Smith

A third motion was made by José Dorado, seconded by Regina Jackson, to approve the minutes of November 14, 2019. The motion carried by the following vote:

Aye: Anderson, Dorado, Jackson, and Smith

No: 0

Abstain: Harris

A fourth motion was made by José Dorado, seconded by Regina Jackson, to approve the minutes of December 12, 2019. The motion carried by the following vote:

Aye: Anderson, Dorado, and Jackson

No: 0

Abstain: Harris and Smith

XVI. Committee/Liaison/Other Commissioner Reports

José Dorado noted that there will be a community policing task force summit soon. He also mentioned that he is working through the Oakland Unified School District system on securing United for Success as a location for a community meeting in the Spring. David Jordan will be working with José Dorado on outreach items. The Commission formed an Ad Hoc Committee to work on an OPD policy on missing persons. Ginale Harris, Regina Jackson, and David Jordan will be on that Ad Hoc Committee.

No public comments were provided on this item.

No action was taken on this item.

XVII. Agenda Setting and Prioritization of Upcoming Agenda Items

The Commission engaged in a working session to discuss and determine agenda items for the upcoming Commission meeting: Chair and Vice Chair elections; and a draft ordinance on military police equipment.

No public comments were provided on this item.

No action was taken on this item.

XVIII. Adjournment

A motion was made by Ginale Harris, seconded by Tara Anderson, to adjourn the meeting at 10:50pm. The motion carried by the following vote:

Aye: Anderson, Dorado, Harris, Jackson, and Smith

No: 0



OAKLAND POLICE COMMISSION

SPECIAL MEETING MINUTES - DRAFT

February 13, 2020

5:30 PM

City Council Chamber, 3rd Floor
1 Frank H. Ogawa Plaza, Oakland, CA 94612

I. Call to Order

Chair Regina Jackson

The meeting started at 5:36 pm.

II. Roll Call and Determination of Quorum

Chair Regina Jackson

Commissioners Present: José Dorado, Henry Gage, III, Ginale Harris, Regina Jackson, and Edwin Prather. Quorum was met.

Commissioners Absent: Tara Anderson and Thomas Lloyd Smith (*both arrived during item IV*)

Alternate Commissioners Absent: Chris Brown and David Jordan (*both arrived during item IV*)

Counsel for this meeting: Conor Kennedy

III. Public Comment on Closed Session Items

No public comments were provided on this item.

The Commission adjourned to closed session in City Hall Building Bridges room. The open session section of the meeting commenced at 7:44 pm.

IV. Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

V. Determinations of Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

There were no reportable actions on this item.

Chair Regina Jackson took another Roll Call

Commissioners Present: Tara Anderson, José Dorado, Ginale Harris, Regina Jackson, Edwin Prather, and Thomas Smith. Quorum was met.

Alternate Commissioners Present: Chris Brown and David Jordan

Counsel for this meeting: Conor Kennedy

VI. Welcome, Purpose, and Open Forum

Comments were provided by the following public speakers:

Dominique Walker

Gabriel Garcia

Michele Lazaneo

Paula Hawthorne

Assata Olugbala

Saleem Bey

John Lindsay-Poland

Bruce Schmiechen

Nino Parker

VII. Election of Oakland Police Commission Chairperson

The Commission nominated and voted on the appointment of a Chairperson to serve from February 2020 until the next election in February 2021.

Comments were provided by the following public speakers:

Assata Olugbala

Maureen Benson

Saleem Bey

Nicole Fairley

A motion was made by Tara Anderson, seconded by Thomas Lloyd Smith, to nominate Regina Jackson to serve as Chair.

A second motion was made by José Dorado, seconded by Ginale Harris, to nominate Ginale Harris to serve as Chair.

A vote was taken on the first motion to nominate Regina Jackson to serve as Chair and the motion carried by the following vote:

Aye: Anderson, Gage, Jackson, Prather, and Smith

No: Dorado and Harris

No vote was recorded for the second motion.

VIII. Election of Oakland Police Commission Vice Chairperson

The Commission nominated and voted on the appointment of a Vice Chairperson to serve from February 2020 until the next election in February 2021.

Comments were provided by the following public speakers:

Saleem Bey

Assata Olugbala

A motion was made by Edwin Prather, seconded by Thomas Lloyd Smith, to nominate Henry Gage, III to serve as Vice Chair. The motion carried by the following vote:

Aye: Anderson, Gage, Jackson, Prather, and Smith

No: Dorado and Harris

IX. Report from National Institute for Criminal Justice Reform (NICJR) on Next Steps with Pilot Juvenile Diversion Program

OPD Deputy Chief LaRonne Armstrong discussed next steps in the Pilot Juvenile Diversion Program as they relate to the District Attorney, County Probation Department, and OPD. OPD also presented an updated letter of support for the National Institute for Criminal Justice Reform's Proposed Pilot Juvenile Diversion Program.

Comments were provided by the following public speakers:

Jane Kramer

Rashidah Grinage

Saleem Bey

No action was taken on this item.

X. Public Engagement with Use of Force Ad Hoc Committee

The Commission discussed a variety of opportunities for thought leadership on policy development.

Comments were provided by the following public speakers:

Rashidah Grinage

Oscar Fuentes

Saleem Bey

Gabriel Garcia

Jane Kramer

Cathy Leonard

Maureen Benson

No action was taken on this item.

Ginale Harris left the meeting at 10:02 pm.

XI. OPD Report Regarding 65th Independent Monitor's Report

OPD Deputy Chief LaRonne Armstrong and Acting Captain Peter Lau gave a report regarding which recommendations from the Independent Monitor's Report have been adopted and implemented.

Comments were provided by the following public speakers:

Saleem Bey

Assata Olugbala

No action was taken on this item.

A motion was made by Henry Gage, III, seconded by José Dorado, to extend the meeting by 15 minutes. The motion carried by the following vote:

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Aye: Anderson, Dorado, Gage, Jackson, Prather, and Smith
No: 0

A motion was made by Henry Gage, III, seconded by José Dorado, to table items XII, XIII, XIV, XV, XVI, and XVII to a future agenda. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Jackson, Prather, and Smith
No: 0

XII. Draft Ordinance on Military Police Equipment (*this item was tabled to a future agenda*)

Comments were provided by the following public speakers:

Wilson Riles

Mike Chase

John Lindsay-Poland

Saleem Bey

Nino Parker

XIII. Outreach Services for CPRA (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XIV. Creation of Ad Hoc Committee to Develop a Process for Drafting Policy (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XV. Meeting Minutes Approval (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XVI. Committee/Liaison/Other Commissioner Reports (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XVII. Agenda Setting and Prioritization of Upcoming Agenda Items (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XVIII. Adjournment

A motion was made by Thomas Lloyd Smith, seconded by Henry Gage, III, to adjourn the meeting at 11:05 pm. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Jackson, Prather and Smith
No: 0



OAKLAND POLICE COMMISSION

SPECIAL MEETING CLOSED SESSION MINUTES - DRAFT

February 20, 2020

6:30 PM

**Building Bridges Conference Room, 3rd Floor
1 Frank H. Ogawa Plaza, Oakland, CA 94612**

I. **Call to Order**

Chair Regina Jackson

The meeting started at 6:40 pm

II. **Roll Call and Determination of Quorum**

Chair Regina Jackson

Commissioners Present: Henry Gage, III, Ginale Harris, Regina Jackson, Edwin Prather, and Thomas Lloyd Smith. Quorum was met.

Commissioners Absent: José Dorado (*arrived during item IV*)

Counsel for this meeting: Nitasha Sawhney and Conor Kennedy

III. **Public Comment on Closed Session Items**

No public comments were provided on this item.

THE OAKLAND POLICE COMMISSION ADJOURNED TO CLOSED SESSION.

IV. **Closed Session**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

V. **Report Out of Closed Session**

A motion was made by Regina Jackson, seconded by Henry Gage, III, to join Mayor Schaaf in terminating the Chief of Police without cause. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, Jackson, Prather, and Smith

No: 0

Comments were provided by the following public speakers:

Rashidah Grinage

VI. **Adjournment**

A motion was made by Thomas Lloyd Smith, seconded by Henry Gage, III, to adjourn the meeting at 8:10 pm. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, Jackson, Prather and Smith

No: 0



OAKLAND POLICE COMMISSION

SPECIAL MEETING MINUTES - DRAFT

February 27, 2020

5:30 PM

City Council Chamber, 3rd Floor
1 Frank H. Ogawa Plaza, Oakland, CA 94612

I. Call to Order

Chair Regina Jackson

The meeting started at 5:30 pm.

II. Roll Call and Determination of Quorum

Chair Regina Jackson

Commissioners Present: Tara Anderson, José Dorado, Henry Gage, III, Ginale Harris, Regina Jackson, and Edwin Prather. Quorum was met.

Commissioners Absent: Thomas Lloyd Smith (*arrived during item III*)

Alternate Commissioners Absent: Chris Brown and David Jordan (*both arrived during item IV*)

Counsel for this meeting: Conor Kennedy

III. Welcome, Purpose, and Open Forum

Comments were provided by the following public speakers:

Michele Lazaneo
Carol Wyatt
Susan Molloy
Mark Bennett
Amanita LeMon
Etta Johnson
Linda Kincaid
Nino Parker
Maria Pinlehasov
Helena Wong

IV. Public Comment on Closed Session Items

No public comments were provided on this item.

The Commission adjourned to closed session in City Hall Building Bridges room. The open session section of the meeting commenced at 6:38 pm.

V. Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

VI. Determinations of Closed Session

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

There were no reportable actions on this item.

Comments were provided by the following public speakers:

Cathy Leonard
 Mary Vail
 Anne Janks
 David Benjamin
 Lorelei Bosserman
 Maureen Benson
 Cat Brooks
 Saleem Bey
 Earl Johson
 John Jones, III
 Pamela Price
 Reisa Jaffe
 Rashidah Grinage
 Jane Kramer
 Gene Hazard
 Doug Blacksher

VII. Committee Reports

Representatives from Standing and Ad Hoc Committees provided updates on their work.

Outreach – the Community Policing Advisory Board will be presenting a Neighborhood Council Leadership Forum in the Spring; there will be a community forum at an Oakland Unified School District location some time this year; there will be Town Hall events on OPD's Use of Force policy on March 6th and March 21st; **Use of Force** – the Commission approved Special Order (SO) 9202 which revises SO 9196 and permits officers to report "type 32" incidents over the police radio and in supplemental reports, where the department will log them; the Use of Force Ad Hoc Committee has selected May, 2020 as a deadline for completing a report on their work; **Equipment** – the Ad Hoc Committee is working on a draft to be presented at a future meeting; **Rules of Procedure** – the Ad Hoc Committee is preparing a Code of Conduct to be presented at a future meeting.

Comments were provided by the following public speakers:

Rashidah Grinage
 Saleem Bey
 John Lindsay-Poland
 Kyle McCoy
 Assata Olugbala
 Nino Parker
 Oscar Fuentes

A motion was made by Edwin Prather, seconded by Henry Gage, III to consider the matter of approving SO 9202 to be an urgent matter. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, Jackson, Prather, and Smith
No: 0

A second motion was made by Henry Gage, III, seconded by Thomas Lloyd Smith, to approve SO 9202. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, Jackson, Prather, and Smith
No: 0

VIII. Outreach Services for CPRA

The Commission discussed seeking a provider of outreach services for CPRA. Executive Director John Alden and Alternate Commissioner David Jordan provided details on a proposed scope of services and estimated cost. The Commission voted to select a sole-source provider.

Comments were provided by the following public speakers:
Rashidah Grinage
Assata Olugbala

A motion was made by José Dorado, seconded by Ginale Harris, to select Gianina Irlando to provide outreach services for CPRA. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, Jackson, Prather, and Smith
No: 0

IX. OPD Overtime Report

OPD Deputy Chief LeRonne Armstrong discussed the overtime report that will be presented to the City Council's Finance and Management Committee.

Comments were provided by the following public speakers:
Cathy Leonard
Jane Kramer
Oscar Fuentes
Reisa Jaffe
Kyle McCoy
Assata Olugbala
Saleem Bey
Gene Hazard
Nino Parker

No action was taken on this item.

X. Civil Service Board and Other Relevant City Personnel Policies and Procedures

City of Oakland Human Resources Director Ian Appleyard delivered a training on Civil Service Board and Other Relevant City Personnel Policies and Procedures as mandated by City Charter section 604 (c)(9) and Enabling Ordinance section 2.45.190.

Comments were provided by the following public speakers:

Gene Hazard

Assata Olugbala

Kyle McCoy

Nino Parker

No action was taken on this item.

A motion was made by José Dorado, seconded by Henry Gage, III, to extend the meeting by 15 minutes. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, and Jackson

No: Prather and Smith

Abstain: Harris

A motion was made by Henry Gage, III, seconded by José Dorado, to table items XI, XII, XIII, XIV, and XV to a future agenda. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, Jackson, Prather, and Smith

No: 0

XI. Report on and Review of CPRA Pending Cases, Completed Investigations, Staffing, and Recent Activities (*this item was tabled to a future agenda*)

Comments were provided by the following public speakers:

Saleem Bey

XII. Review of Current Police Commission Standing and Ad Hoc Committee Assignments (*this item was tabled to a future agenda*)

Comments were provided by the following public speakers:

Saleem Bey

Anne Janks

XIII. Meeting Minutes Approval (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XIV. Liaison/Other Commissioner Reports (*this item was tabled to a future agenda*)

Comments were provided by the following public speakers:
Nino Parker

XV. Agenda Setting and Prioritization of Upcoming Agenda Items (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XVI. Adjournment

A motion was made by Ginale Harris, seconded by Henry Gage, III, to adjourn the meeting at 10:45 pm. The motion carried by the following vote:

Aye: Anderson, Dorado, Gage, Harris, Jackson, Prather, and Smith
No: 0

OAKLAND POLICE COMMISSION

RESOLUTION NO. 20-01

RESOLUTION AUTHORIZING THE COMMUNITY POLICE REVIEW AGENCY (CPRA) EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GIANINA IRLANDO TO PROVIDE CPRA STAKEHOLDER OUTREACH AND ENGAGEMENT SERVICES FOR AN AMOUNT NOT-TO-EXCEED \$26,000.

WHEREAS, the voters of the City of Oakland voted yes for Measure LL on November 8, 2016, which established the Oakland Police Commission; and

WHEREAS, Measure LL amended the Oakland City Charter to add section 604, entitled "Police Commission;" and

WHEREAS, the Oakland City Council adopted Ordinance No. 2.04.022 on July 9, 2019, amending Oakland Municipal Code Chapter 2.04 *Purchasing System*, to add section 2.04.022 to authorize the Police Commission to enter Professional Service Agreements necessary to fulfill its duties as defined in Measure LL, codified in section 604 of the Oakland City Charter; and

WHEREAS, all Police Commission contract approvals require an affirmative vote of four (4) or more members of the Commission who are designated to vote at the time the action is taken to approve a contract; and

WHEREAS, the Community Police Review Agency (CPRA) Executive Director is authorized on behalf of the City of Oakland to enter into Professional Services Agreements properly approved by the Commission and shall be the contract administrator; and

WHEREAS, all contracts approved by the Police Commission are subject to the competitive and other processes and procedures required under Oakland Municipal Code Chapter 2.04 *Purchasing System*; and

WHEREAS, on February 27, 2020, the Police Commission voted to direct the CPRA Executive Director to engage the services of Gianina Irlando to provide stakeholder outreach and engagement services to the CPRA; now, therefore be it

RESOLVED, that the Oakland Police Commission authorize the CPRA Executive Director to enter into a Professional Services Agreement with Gianina Irlando to provide stakeholder outreach and engagement services to the CPRA; and be it

FURTHER RESOLVED, the total amount of the Agreement shall be for a not-to exceed amount of \$26,000; and be it

FURTHER RESOLVED, that the said Agreement with Gianina Irlando shall be executed contingent upon available funding; and be it

FURTHER RESOLVED, that the CPRA Executive Director has identified available funding in the amount of \$26,000 in General Purpose Fund (1010), Police Commission Organization (66111), Administrative Project (1003737), Program (IP06); and be it

FURTHER RESOLVED, that the CPRA Executive Director is authorized to negotiate and finalize a scope of professional services Gianina Irlando to provide stakeholder outreach and engagement services to the CPRA.

IN POLICE COMMISSION MEETING, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES –

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____
JAN RUS, IV
Policy Analyst, Community Police Review Agency
City of Oakland, California

Police Commission Pending Agenda Matters List

	A	B	C	D	E	F	G	H
1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
2	Commissioner Trainings	1/1/2018	<p>Complete trainings mandated by City Charter section 604 (c)(9) and Enabling Ordinance section 2.45.190</p> <p>Some trainings have deadlines for when they should be completed (within 3 months, 6 months, etc.)</p> <p>Several trainings were delivered in open session and have been recorded for future use</p>	<p>The following trainings must be done in Open Session:</p> <ol style="list-style-type: none"> 1. California's Meyers Milias Brown Act (MMBA) and Public Employment Relations Board's Administration of MMBA (planning for 3.12.20) 2. Civil Service Board and Other Relevant City Personnel Policies and Procedures (done 2.27.20) 3. Memoranda of Understanding with Oakland Police Officers Association and Other Represented Employees (planning for 4.9.20) 4. Police Officers Bill of Rights (done 12.12.19) 	High	Ongoing	3/12/2020	
3	OPD to Provide a 30 Day Snapshot on the Effectiveness of SO 9202	2/27/2020		On 2.27.20, at the request of OPD the Commission considered and approved SO 9202 which amends the section in SO 9196 regarding Type 32 reportable force	High		4/23/2020	
4	Military Police Equipment Policy	9/10/2019		Discussion of an ordinance drafted by the Coalition for Police Accountability for OPD equipment use and acquisition.	High			

Police Commission Pending Agenda Matters List

	A	B	C	D	E	F	G	H
1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
5	Notification of OPD Chief Regarding Requirements of Annual Report	1/1/2018	Commission must notify the Chief regarding what information will be required in the Chief's annual report	<p>The Chief's report shall include, at a minimum, the following:</p> <ol style="list-style-type: none"> 1. The number of complaints submitted to the Department's Internal Affairs Division (IAD) together with a brief description of the nature of the complaints; 2. The number of pending investigations in IAD, and the types of Misconduct that are being investigated; 3. The number of investigations completed by IAD, and the results of the investigations; 4. The number of training sessions provided to Department sworn employees, and the subject matter of the training sessions; 5. Revisions made to Department policies; 6. The number and location of Department sworn employee-involved shootings; 7. The number of Executive Force Review Board or Force Review Board hearings and the results; 8. A summary of the Department's monthly Use of Force Reports; 9. The number of Department sworn employees disciplined and the level of discipline imposed; and 10. The number of closed investigations which did not result in discipline of the Subject Officer. <p>The Chief's annual report shall not disclose any information in violation of State and local law regarding the confidentiality of personnel records, including but not limited to California Penal Code section 832.7</p>	High	June 14, 2018 and June 14 of each subsequent year		Dorado

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6	CPRA Report on App Usage	10/10/2018		Report from staff on usage of app.	High			
7	Create Ad Hoc Committee To Determine if Commission Can Open or Re-Open an Investigation	10/2/2018		The Commission has heard from community members regarding concerns about what the Commission's power actually is regarding opening and re-opening investigations.	High			
8	Finalize Bylaws and Rules	1/24/2019			High			Gage
9	Measure LL Revisions	10/1/2019	The Commission will discuss and provide feedback on the draft revision of Measure LL provided by the Coalition for Police Accountability to the Commission and City Council President Kaplan		High			Gage
10	Social Media Communication Responsibilities, Coordination, and Policy	7/30/2019		Decide on social media guidelines regarding responsibilities and coordination.	High			
11	Determine Outstanding Issues in Meet and Confer and the Status of M&C on Disciplinary Reports	10/6/2018		Need report from police chief and city attorney. Also need status report about collective bargaining process that is expected to begin soon.	High			

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12	Discipline: Second Swanson Report Recommendations – Have These Been Implemented?	10/6/2018		Supervisor discipline Process for recommending improvements to policies, procedures and training, and to track and implement recommendations Tracking officer training and the content of training Comparable discipline imposed – database of discipline imposed, demonstrate following guidelines IAD civilian oversight for continuity in IAD Improved discovery processes Permanent arbitration panel implemented from MOU OPD internal counsel Two attorneys in OCA that support OPD disciplines and arbitration Reports on how OCA is supporting OPD in discipline matters and reports on arbitration Public report on police discipline from Mayor’s office OIG audit includes key metrics on standards of discipline	High			
13	Public Hearing on Use of Force	4/22/2019		Work with community on presenting a public hearing on use of force.	High			Harris
14	Receive a Report from the Ad Hoc Committee on CPRA Appellate Process	6/13/2019	Once the Commission has an outside counsel, work with them on determining an appellate process	When a draft process is determined, bring to the Commission for a vote.	High			Brown, Gage, Prather
15	Reports from OPD	10/6/2018	Commission to decide on what reports are needed prior to receiving them.	Receive reports from OPD on issues such as: response times; murder case closure rates; hiring and discipline status report (general number for public hearing); any comp stat data they are using; privacy issues; human trafficking work; use of force stats; homelessness issues; towing cars of people who sleep in their vehicles	High	Ongoing as appropriate		
16	Review Commission's Agenda Setting Policy	4/25/2019			High			

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17	Recommendations for Increasing Communication Between CPRA and IAD	10/6/2018		Review of existing communication practices and information sharing protocols between departments, need recommendations from stakeholders about whether a policy is needed. Ensure prompt forwarding of complaints from IAD to CPRA and prompt data sharing.	High			
18	Request City Attorney Reports	1/1/2018	Request the City Attorney submit semi-annual reports to the Commission and the City Council	Request the City Attorney submit semi-annual reports to the Commission and City Council which shall include a listing and summary of: 1. To the extent permitted by applicable law, the discipline decisions that were appealed to arbitration; 2. Arbitration decisions or other related results; 3. The ways in which it has supported the police discipline process; and 4. Significant recent developments in police discipline. The City Attorney's semi-annual reports shall not disclose any information in violation of State and local law regarding the confidentiality of personnel records, including but not limited to California Penal Code 832.7	High	Semi-annually		Smith
19	Feedback from Youth on CPRA App	10/10/2018		Get some feedback from youth as to what ideas, concerns, questions they have about its usability.	High			

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20	Confirming the Process to Hire Staff for the Office of Inspector General	5/17/2019	Per the Enabling Ordinance: The City shall allocate a sufficient budget for the OIG to perform its functions and duties as set forth in section 2.45.120, including budgeting one (1) full-time staff position comparable to the position of Police Program and Audit Supervisor. Within thirty (30) days after the first Inspector General is hired, the Policy Analyst position and funding then budgeted to the Agency shall be reallocated to the OIG. All OIG staff, including the Inspector General, shall be civil service employees in accordance with Article IX of the City Charter.	This will require information presented from the City Administrator's Office.	High			
21	Desk Audit of CPRA Staff by Human Resources	5/17/2019	The Commission would like to request that Human Resources do a desk audit for every job position in the CPRA.	This will enable the Police Commission to engage in a reorganization of the CPRA.	High			Personnel Committee
22	Hire Inspector General (IG)	1/14/2019	Hire IG once the job is officially posted	Pending Measure LL revisions to be included in the November 2020 ballot. Recruitment and job posting in process.	High			Personnel Committee

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23	Performance Reviews of CPRA Director and OPD Chief	1/1/2018	Conduct performance reviews of the Agency Director and the Chief	The Commission must determine the performance criteria for evaluating the Chief and the Agency Director, and communicate those criteria to the Chief and the Agency Director one full year before conducting the evaluation. The Commission may, in its discretion decide to solicit and consider, as part of its evaluation, comments and observations from the City Administrator and other City staff who are familiar with the Agency Director's or the Chiefs job performance. Responses to the Commission's requests for comments and observations shall be strictly voluntary.	High	Annually; Criteria for evaluation due 1 year prior to review		
24	Develop Plan for Quarterly Reports in Relation to Annual Report that is Due April 17th of Each Year	12/6/2019		The Commission is required to submit an annual report each year to the Mayor, City Council and the public. Preparing quarterly reports will help with the coordination and preparation of an annual report.	High			
25	Proposal For Staff Positions for Commission and CPRA	1/1/2018	Provide the City Administrator with its proposal for staff positions needed for Commission and Agency to fulfill its functions and duties		High	Ongoing as appropriate		
26	OPD Update on New Karibbean City Night Club Issue	10/29/2019	OPD to provide an update on the status of an issue that was raised on 10.10.19	The owner of the night club spoke during Open Forum at the meeting on 10.10.19 about an issue with OPD.	Medium			
27	Free Gun Trace Service	1/27/2020		This service was mentioned at a meeting in 2019.	Medium			Dorado

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28	City Auditor's Office to Present Performance and Financial Audit of Commission and Agency		City Auditor to conduct a performance audit and a financial audit of the Commission and the Agency	No later than two (2) years after the City Council has confirmed the first set of Commissioners and alternates, the City Auditor shall conduct a performance audit and a financial audit of the Commission and the Agency. Nothing herein shall limit the City Auditor's authority to conduct future performance and financial audits of the Commission and the Agency.	Medium	Spring, 2020		
29	Review Budget and Resources of IAD	10/10/2018		In Discipline Training it was noted that many "lower level" investigations are outsourced to direct supervisors and sergeants. Leaders in IAD have agreed that it would be helpful to double investigators and stop outsourcing to Supervisors/Sgts. Commissioners have also wondered about an increase civilian investigators. Does the Commission have jurisdiction over this?	Medium			
30	Community Policing Task Force/Summit	1/24/2019			Medium			Dorado
31	Receive Report from Urban Strategies on their Safe Oakland Summit of 6.5.19	8/22/2019		Commissioner Dorado will invite David Harris of Urban Strategies to give a report on the Safe Oakland Summit which was held on 6.5.19	Medium			Dorado
32	Report from OPD Regarding Found/Confiscated Items	7/12/2019	OPD Chief Kirkpatrick will report on the Department's policy for disposition of found/confiscated items.	This came about through a question from Nino Parker. The Chief offered to present a report at a future meeting.	Medium			

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33	Revise Contracts with CPRA and Commission Legal Counsels	10/10/2018		The contract posted on the Commission's website does not comport with the specifications of the Ordinance. As it stands, the Commission counsel reports directly to the City Attorney's Office, not the Commission. The Commission has yet to see the CPRA attorney's contract, but it, too, may be problematic.	Medium			
34	OPD Supervision Policies	10/2/2018		Review existing policy (if any) and take testimony/evidence from experts and community about best practices for supervisory accountability. Draft policy changes as needed. In addition, IG should conduct study of supervisor discipline practices. In other words, how often are supervisors held accountable for the misconduct of their subordinates.	Medium			
35	Modify Code of Conduct from Public Ethics Commission for Police Commission	10/2/2018		On code of conduct for Commissioners there is currently a code that was developed by the Public Ethics Commission.	Medium			
36	CPAB Report			Receive any and all reports prepared by the Community Policing Advisory Board (hereinafter referred to as "CPAB") and consider acting upon any of the CPAB's recommendations for promoting community policing efforts and developing solutions for promoting and sustaining a relationship of trust and cooperation between the Department and the community.	Medium	May or June 2020		

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37	Follow up on Najiri Smith Case	10/10/2018		Community members representing Najiri claim the officer lied re. the time of interaction, which makes the citation (loud music after 10pm) invalid. They claimed he was engaged by OPD around 9.10pm.	Medium			
38	Offsite Meetings	1/1/2018	Meet in locations other than City Hall	The offsite meetings must include an agenda item titled "Community Roundtable" or something similar, and the Commission must consider inviting individuals and groups familiar with the issues involved in building and maintaining trust between the community and the Department.	Medium	Annually; at least twice each year	6/25/20 10/8/20	Dorado, Harris, Jackson
39	Report Regarding OPD Chief's Report	1/1/2018	Submit a report to the Mayor, City Council and the public regarding the Chief's report in addition to other matters relevant to the functions and duties of the Commission	The Chief's report needs to be completed first.	Medium	Annually; once per year		
40	Review Commission's Code of Conduct Policy	4/25/2019			Medium			Prather
41	Review Commission's Outreach Policy	4/25/2019			Medium			Dorado
42	Taser Policy (incorporate into Use of Force)	10/10/2018		This is part of Use of Force Policy; Review use of tasers in light of what happened to Marcellus Toney - In the report the Commission was given, it mentioned that officers have choice as to where to deploy a taser.	Medium			
43	De-Escalation Policy (incorporate into Use of Force)	1/1/2018		This should be part of Use of Force Policy; review existing policy (if any) and take testimony/evidence from experts and community about best practices for de-escalation.	Low			

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44	Annual Report	1/1/2018	Submit an annual report each year to the Mayor, City Council and the public		Low	4/17/2020		Prather, Smith
45	Discipline: Based on Review of MOU	10/6/2018		How often is Civil Service used v. arbitration? How long does each process take? What are the contributing factors for the length of the process? How often are timelines not met at every level? How often is conflict resolution process used? How long is it taking to get through it? Is there a permanent arbitration list? What is contemplated if there's no permanent list? How often are settlement discussions held at step 5? How many cases settle? Is there a panel for Immediate dispute resolution? How many Caloca appeals? How many are granted? What happened to the recommendations in the Second Swanson report?	Low			
46	Outreach Committee: Work with Mayor's Office and City Admin to Publicize CPRA App	10/10/2018			Low			
47	Public Hearings on OPD Policies, Rules, Practices, Customs, General Orders	1/1/2018	Conduct public hearings on Department policies, rules, practices, customs, and General Orders; CPRA suggests reviewing Body Camera Policy		Low	Annually; at least once per year		Dorado
48	Revisit Standing and Ad Hoc Committee Assignments	10/29/2019			Low		3/12/2020	
49	Public Hearing on OPD Budget	1/1/2018	Conduct at least one public hearing on the Police Department's budget	Tentative release date of Mayor's proposed budget is May 1st of each year.	Low	Spring, 2021		

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50	Amendment of DGO C-1 (Grooming & Appearance Policy)	10/10/2018		DGO C-1 is an OPD policy that outlines standards for personal appearance. This policy should be amended to use more inclusive language, and to avoid promoting appearance requirements that are merely aesthetic concerns, rather than defensible business needs of the police department.	Low			
51	Assessing Responsiveness Capabilities	10/6/2018		Review OPD policies or training regarding how to assess if an individual whom police encounter may have a disability that impairs the ability to respond to their commands.	Low			
52	Creation of Form Regarding Inspector General's Job Performance	1/1/2018	Create a form for Commissioners to use in providing annual comments, observations and assessments to the City Administrator regarding the Inspector General's job performance. Each Commissioner shall complete the form individually and submit his or her completed form to the City Administrator confidentially.	To be done once Inspector General position is filled.	Low			
53	OPD Data and Reporting			Review and comment on the Department's police and/or practice of publishing Department data sets and reports regarding various Department activities, submit its comments to the Chief, and request the Chief to consider its recommendations and respond to the comments in writing.	Low			
54	Overtime Usage by OPD - Cost and Impact on Personal Health; Moonlighting for AC Transit	1/1/2018		Request Office of Inspector General conduct study of overtime usage and "moonlighting" practices.	Low			

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55	Process to Review Allegations of Misconduct by a Commissioner	10/2/2018		Maureen Benson named concerns/allegations about a sitting Commissioner early in 2018, but no process exists which allows for transparency or a way to have those concerns reviewed. It was suggested to hold a hearing where anyone making allegations presents evidence, the person named has an opportunity to respond and then the Commission decides if there's sanctions or not. *Suggestion from Regina Jackson: we should design a form...check box for the allegation...provide narrative to explain..hearing within 4 weeks?	Low			Jackson
56	Proposed Budget re: OPD Training and Education for Sworn Employees on Management of Job-Related Stress	1/1/2018	Prepare for submission to the Mayor a proposed budget regarding training and education for Department sworn employees regarding management of job-related stress. (See Trauma Informed Policing Plan)	Review and comment on the education and training the Department provides its sworn employees regarding the management of job-related stress, and regarding the signs and symptoms of posttraumatic stress disorder, drug and alcohol abuse, and other job-related mental and emotional health issues. The Commission shall provide any recommendations for more or different education and training to the Chief who shall respond in writing consistent with section 604(b)(6) of the Oakland City Charter. Prepare and deliver to the Mayor, the City Administrator and the Chief by April 15 of each year, or such other date as set by the Mayor, a proposed budget for providing the education and training identified in subsection (C) above.	Low	4/15/2020		