

Item 06 - Proposed Settlement Agreement 24-15

1 TOVAH ACKERMAN
Enforcement Chief
2 CITY OF OAKLAND PUBLIC ETHICS COMMISSION
1 Frank Ogawa Plaza, Rm. 104
3 Oakland, CA 94612
Telephone: (510) 424-3200

4 Petitioner

5
6 BEFORE THE CITY OF OAKLAND

7 PUBLIC ETHICS COMMISSION

8
9 In the Matter of

) Case No.: 24-15

10 VENA SWORD-RATLIFF

)
) **STIPULATION, DECISION AND**
) **ORDER**

11 Respondent.

12 **STIPULATION**

- 13
- 14 1. This Stipulation will be submitted for consideration by the City of Oakland Public
- 15 Ethics Commission (Commission or PEC) at its next regularly scheduled meeting;
- 16 2. This Stipulation shall become effective upon execution by the Commission Chair;
- 17
- 18 3. This Stipulation resolves all factual and legal issues raised in this matter and
- 19 represents the final resolution to this matter without the necessity of holding an
- 20 administrative hearing to determine the liability of Respondent;
- 21 4. Respondent knowingly and voluntarily waives all procedural rights under the
- 22 Oakland City Charter, Oakland Municipal Code, the Public Ethics Commission
- 23 Complaint Procedures, and all other sources of procedural rights applicable to this
- 24 PEC enforcement action. These procedural rights include, but are not limited to, the
- 25 right to personally appear at an administrative hearing held in this matter, to be
- 26 represented by an attorney at their own expense, to confront all witnesses
- 27 testifying at the hearing, to subpoena witnesses to testify at the hearing, and to
- 28 have the matter judicially reviewed.
5. Respondent represents that they have accurately furnished to the Commission all
- discoverable information and documents sought by the Commission that are

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1 relevant and necessary to the Commission's determination of a fair and
2 comprehensive resolution to this matter.

- 3 6. Upon approval of this Stipulation and full performance of the terms outlined herein,
4 the Commission will take no future action against Respondent regarding the
5 violation(s) of law described in the Exhibit to this Stipulation, and this Stipulation
6 shall constitute the complete resolution of all claims by the Commission against
7 Respondent related to such violation(s).
- 8 7. If Respondent fails to comply with the terms of this Stipulation, then the
9 Commission may reopen this matter and prosecute Respondent to the full extent
10 permitted by law, except that the Statute of Limitations shall be waived for the
11 underlying violation as well as for any other violations that were not discoverable by
12 the Commission due to non-compliance with any of the terms of this Stipulation.
- 13 8. In the event the Commission rejects this Stipulation, and a full evidentiary hearing
14 becomes necessary, neither any member of the Commission, nor the Executive
15 Director or any member of PEC staff, shall be disqualified from that hearing because
16 of prior consideration of this Stipulation.
- 17 9. In the event the Commission refuses to accept this Stipulation, it shall become null
18 and void, and within fifteen business days after the Commission meeting at which
19 the Stipulation is rejected, any payments rendered by the Respondent in connection
20 with this Stipulation will be reimbursed to them.
- 21 10. This Stipulation is not binding on any other law enforcement or regulatory agency
22 and does not preclude the Commission or its staff from referring the matter to,
23 cooperating with, or assisting any other government agency with regard to this
24 matter, or any other matter related to it.
- 25 11. It is further stipulated and agreed that Respondent violated the Oakland
26 Government Ethics Act as described in the Exhibit to this Stipulation.
- 27 12. **The term of this Stipulation shall be for forty-five (45) calendar days, beginning on
28 the date this Stipulation is executed by both parties and terminating forty-five (45)
calendar days thereafter, or until the parties have satisfied all of the requirements
of this Stipulation, whichever is earlier.**

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- 1 13. During the term of this Stipulation, Respondent shall do the following:
- 2 a. Attend and successfully complete the following training: “Ethics Training
- 3 for Form 700 Filers” (available online via NeoGov);
- 4 b. Ensure the submission of the corresponding completion certificate to the
- 5 PEC (preferred method is via email to ethicscommission@oaklandca.gov);
- 6 and
- 7 c. Pay a \$200 fee.
- 8 14. Respondent acknowledges that a failure to timely complete this requirement may
- 9 be grounds for the unilateral termination of this Stipulation by Commission staff,
- 10 unless the agreement is extended for good cause by Commission staff.
- 11 15. Following completion of Respondent’s obligation(s) under this Stipulation as
- 12 described above, the Commission shall do the following:
- 13 a. Close PEC case # 24-15 with no further action.
- 14 16. In the event the PEC has a reason to believe that there is a basis to extend or
- 15 terminate the agreement, PEC staff shall make reasonable efforts to provide the
- 16 Respondent with an opportunity to be heard through written submission concerning
- 17 the alleged non-compliance. Thereafter, PEC staff shall determine whether to
- 18 unilaterally terminate or extend this Stipulation.
- 19 17. During the term of this Stipulation, Respondent shall notify the PEC, in writing, of any
- 20 change of e-mail address, mailing address, or telephone number within 10 business
- 21 days of the change. Should PEC staff be unable to contact Respondent due to the
- 22 latter’s failure to comply with the terms of this Section, or if Respondent should
- 23 otherwise fail to respond within a reasonable time to PEC staff’s attempts to contact
- 24 Respondent using the contact information which the PEC has on record, PEC staff
- 25 shall be deemed to have made “reasonable efforts” to contact Respondent pursuant
- 26 to the terms of this agreement.
- 27 18. In the event that the Respondent fails to comply with the terms of this Stipulation,
- 28 they agree that all of the facts stated herein shall be deemed true in any subsequent
- evidentiary hearing.

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19. This Stipulation may not be amended orally. Any amendment or modification to this Stipulation must be in writing duly executed by all parties and approved by the Commission at a regular or special meeting.

20. The parties acknowledge that this Stipulation, Respondent’s compliance with this Stipulation, and the disposition of this matter upon completion or termination of the agreement, are matters of public record. Respondent further acknowledges that the Complainant (if any) will be made aware that this matter was resolved through this Stipulation and may be provided with a copy of this Stipulation upon request.

SO AGREED:

May 5, 2025

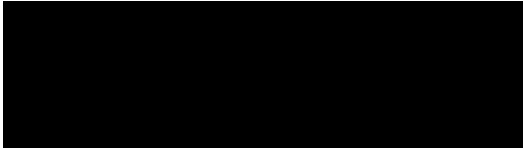
Date

5/5/25

Date

Tovah Ackerman
Tovah Ackerman (May 5, 2025 09:15 PDT)

Tovah Ackerman, Enforcement Chief of
the City of Oakland Public Ethics
Commission, Petitioner



Vena Sword-Ratliff, Respondent

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DECISION AND ORDER

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The foregoing Stipulation of the parties to “In the Matter of Vena Sword-Ratliff” PEC Case No. 24-15 is hereby accepted as the final Decision and Order of the City of Oakland Public Ethics Commission, effective upon execution below by the Chair.

Dated: _____

Francis Upton IV, Chair
City of Oakland Public Ethics Commission

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INTRODUCTION

In May 2024, Public Ethics Commission (PEC) staff received an informal, anonymous complaint to the PEC that raised concerns that Fire Division Manager Vena Sword-Ratliff failed to disclose her son's application for a Community Intervention Specialist (CIS) position in the Oakland Fire Department's (OFD) Mobile Assistance Community Responders of Oakland (MACRO) Program and actively participated in the recruitment and selection process, creating a conflict of interest.

The investigation found that Sword-Ratliff participated in several stages of the recruitment process, including discussions about application screening, interview question development, and final candidate selection. During the interview phase, however, she recused herself from her son's interview panel. Despite recusing herself from his specific interview, Sword-Ratliff's overall involvement in the hiring process put her in a position of influencing that process in ways that could have favored her son's candidacy in a violation of the Government Ethics Act prohibition on nepotism, although the violation was not done knowingly.

Once the City's Human Resources staff became aware of the familial connection, OFD Chief Damon Convington issued a letter rescinding Sword-Ratliff's son's offer of employment, stating that his hiring was in violation of the Oakland Government Ethics Act.

FACTUAL SUMMARY

Vena Sword-Ratliff is a City employee serving as a Fire Division Manager for the Oakland Fire Department (OFD), specifically overseeing the Medical Services Division, which includes the Mobile Assistance Community Responders of Oakland (MACRO) program. Her role involves managing equipment, training, certifications, and other operations critical to medical services provided during 911 calls, in addition to assisting with the recruitment, selection, and hiring process for the Mobile Assistance Community Responders of Oakland (MACRO) Community Intervention Specialist (CIS) personnel. As the Fire Division Manager overseeing the MACRO program, her responsibilities included ensuring that the recruitment process aligned with the program's goals and objectives, particularly its emphasis on lived experiences and community-centered qualifications.

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Recruitment and Screening Process for MACRO

The recruitment, selection, and hiring process for the MACRO CIS position involved collaboration between the Oakland Fire Department (OFD) and the City's Human Resources (HR) Department. Key staff on the OFD side included Vena Sword-Ratliff and MACRO Program Manager Elliott Jones.

The recruitment process was extensively promoted across various channels, including media, newspapers, and online platforms, to ensure broad visibility. Applicants were invited to submit applications, which were subsequently reviewed by HR. To qualify, candidates needed to meet minimum requirements that included specific work experience, relevant educational backgrounds, and lived experiences that aligned with MACRO's community-centered goals.

HR conducted the initial screening of applications to ensure candidates met the minimum qualifications (MQs), which resulted in only 37 out of 144 applicants meeting the minimum qualifications (MQs). Recognizing that this limited pool would not meet the program's staffing needs, Sword-Ratliff and her team advocated for an adjustment to the evaluation criteria, incorporating lived experiences alongside traditional qualifications. This strategic shift expanded the pool of interviewees to include a broader and more diverse range of candidates, aligning with MACRO's mission to provide culturally responsive crisis intervention services, and ultimately allowing 65–75% of the applicants to be reconsidered. Candidates such as Brian Mouton, Sword-Ratliff's son, who initially did not advance due to their ranking, were reassessed and eligible for consideration during later stages after HR determined the program could hire additional positions.

HR staff confirmed that the names of the initial 37 applicants were not shared with the OFD team that included Sword-Ratliff, only the number of applicants who passed the MQ's compared with the total number of applicants who applied.

However, during the selection process, Sword-Ratliff was actively involved in decisions along the way. She worked with HR to design interview questions and schedules, ensuring that the evaluation criteria reflected the unique requirements of the MACRO program, and managing recruitment logistics with HR.

Interview and Hiring Process

HR managed the scheduling of interviews and provided OFD with lists of eligible candidates. The initial interview panels were composed of a diverse group, including OFD personnel,

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MACRO supervisory staff, community representatives, and members from other city departments. These panels evaluated candidates based on questions designed to assess lived experience, work experience, and educational background. Candidates were then scored and ranked using standardized rubrics to ensure a fair and unbiased process. Panel recommendations were forwarded to HR for further processing, ensuring that selections aligned with the program's objectives while minimizing bias.

Sword-Ratliff participated in interviews conducted by the “Chiefs panel,” which was responsible for scoring and ranking candidates, ultimately determining who would be offered positions within the program. However, Sword-Ratliff recused herself from her son’s interview panel when it came time for him to interview. Instead, she requested that Deputy Chief Demond Simmons replace her on the interview panel, and she did not share her relationship with her son with any panelists other than Jones and Simmons, intending to avoid any perception of bias.

Following the interview, selected candidates received conditional offers contingent upon the successful completion of background checks, live scans, and fingerprinting. After all background reviews and reference verifications were finalized, candidates, including Sword-Ratliff’s son, Brian Mouton, were extended final offers to join the MACRO team.

PEC Staff Interview of Sword-Ratliff

In an interview with PEC Staff, Vena Sword-Ratliff admitted knowing about her son’s application for the MACRO position throughout the process. She stated that she mentioned that her son had applied to HR representative Sonia Lara and to the department chief, Damon Covington. However, she did not document the relationship in writing (and neither Lara nor Chief Covington later recalled the conversation). She explained her actions by stating that she believed her informal verbal disclosure was sufficient.

Sword-Ratliff admitted that her understanding of the nepotism policy was incomplete. She believed her obligation was limited to recusing herself from her son’s specific interview panel and notifying HR informally of his application. She did not understand the requirement to avoid all involvement in the hiring process entirely, stating “My true understanding was that when he goes through the interview, I can’t be on his panel... That was my mindset from the very beginning.”

Sword-Ratliff formally disclosed her relationship to HR only after her son received a conditional offer of employment. Upon learning this, the HR Personnel Officer, Sonia Lara,

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explained to Sword-Ratliff that her actions could be perceived as nepotism, since she had indirect influence over her son's role, including decisions about raises, assignments, and other job-related matters. In response, Sword-Ratliff said she understood that she could not supervise her son.

Sword-Ratliff further explained in her interview that “[t]he chief told me... you can't have your hand in it at all... down to making up the questions, the schedule, or talking with employee relations.” Sword-Ratliff added that she came to fully understand the implications of her actions. Reflecting on the situation, she admitted, “I get it. I *understand* the optics, I truly do... I can see where it could be wrong. I see that ultimately that's not my thought process, but I do see how it looks.” She acknowledged that, had she known that her involvement in the hiring process created the perception of nepotism and could be in violation of the law, “[t]here's no way I would have moved forward on this... I would have emphasized it and blared it out there from the very beginning and recused myself” from the process.

Ethics Training and HR Process

When asked if she had ever received ethics training, Sword-Ratliff said she recalled taking an ethics training, likely in mid-2020, but did not remember the exact details of the training. PEC Ethics Analyst Jelani Killings confirmed that she had received the 10-minute Ethics Introductory training upon orientation but that there is no record of her receiving the City's PEC-created Ethics Training Course for Form 700 Filers, which is required of all Form 700 filers. Sword-Ratliff's position is required to file a Form 700; thus, she is required to take the longer Form 700 training.

For further context, HR Personnel Officer for OFD Sonia Lara told PEC staff that, had she known of Sword-Ratliff's son's application, she would have frozen the process immediately. Lara further explained that there is no written policy, formal guidelines, or training within OFD regarding how to handle nepotism, but that department heads and hiring managers were expected to disclose potential conflicts of interest. In her 22 years with the city, Lara always relied on verbal disclosure from employees regarding relationships with applicants.

Employment Offer to Mouton Rescinded

Once the details of Vena Sword-Ratliff's relationship to applicant Brian Mouton became clear to HR, OFD, and the City Attorney's office, Fire Chief Damon Covington issued a letter

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on June 5, 2024, rescinding Brian Mouton's job offer for the CIS position, stating that they were taking such action because his hiring "violates the City's Government Ethics Act."

SUMMARY OF LAW AND LEGAL ANALYSIS

Prohibition on Nepotism

The City of Oakland Government Ethics Act prohibition on nepotism provision states that a Public Servant may not make, participate in making or otherwise seek to influence a decision of the City regarding an employment or contract action involving a Relative. Nothing in this Section shall prohibit a Public Servant from acting as a personal reference or providing a letter of reference for a Relative who is seeking appointment to a position in any City department, board, or commission other than the officer or employee's department, board, or commission or under the department, board or commission's control. (OMC Section § 2.25.070 (D).)

"Relative" means any person who is related within the third degree by blood, marriage, or contract, and includes a spouse, domestic partner, parent grandparent, child, sibling parent-in-law, aunt, uncle, niece, nephew, first cousin, and any similar step relationship or similar relationship created by adoption. (OMC Section 2.25.030(E).)

In addition, a Public Servant may not supervise another Public Servant who is also a Relative. (OMC Section § 2.25.070 (D)(2).) This prohibition applies to the regular assignment for each Public Servant's position and does not apply to temporary assignments such as working an overtime or traded shift or substituting for a fellow employee.

VIOLATIONS

Count 1: Prohibition Against Nepotism

Here, Vena Sword-Ratliff made, participated in making, and sought to influence selection process decisions, including designing interview questions, identifying program needs and criteria to include in initial screenings, and particularly her involvement in changing the initial screening criteria to expand the pool of applicants who pass the initial screening process to include lived experience. Her continuous decision-making and influence helped shift the results of the initial screening and allowed her son's application to progress to the next stage

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in the selection process, regardless of whether she intended for this change to affect her son's application status. Because her son's application was moving through the process alongside the others, all of Sword-Ratliff's influence and decisions that she made regarding recruitment, selection, and hiring into CIS positions was in violation of the nepotism provision of Government Ethics Act.

AVAILABLE PENALTIES

The Government Ethics Act authorizes the PEC to impose administrative penalties of up to \$5,000 per violation, or three times the amount unlawfully expended. In addition to the ability to impose monetary penalties, the PEC may issue warnings or require other remedial measures. One of the remedial measures included in the Penalty Guidelines is a diversion agreement, which is an enforcement resolution consisting of a settlement agreement in which the respondent waives their right to a hearing, pays a fee, and must meet certain requirements that further the PEC's goals, such as training or full compliance for a specified period of time.

The PEC will consider all relevant mitigating and aggravating circumstances surrounding a violation when deciding on the type of resolution and penalty to impose, including, but not limited to, the following factors:

1. The seriousness of the violation, including, but not limited to, the extent of the public impact or harm;
2. The presence or absence of any intention to conceal, deceive, or mislead;
3. Whether the violation was deliberate, negligent, or inadvertent;
4. Whether the violation was isolated or part of a pattern;
5. Whether the respondent has a prior record of violations and/or demonstrated knowledge of the rule or requirement at issue;
6. The extent to which the respondent voluntarily and quickly took the steps necessary to cure the violation (either independently or after contact from the PEC);
7. The degree to which the respondent cooperated with the PEC's enforcement activity in a timely manner;
8. The relative experience of the respondent; and
9. The respondent's ability to pay the contemplated penalty without suffering undue financial hardship. This factor shall not apply to the portion of a penalty that

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constitutes a repayment or disgorgement of the unlawful amount, except in cases of extreme financial hardship.

The PEC has broad discretion in evaluating a violation and determining the appropriate penalty based on the totality of circumstances. This list of factors to consider is not an exhaustive list, but rather a sampling of factors that could be considered. There is no requirement or intention that each factor – or any specific number of factors - be present in an enforcement action when determining a penalty.

In this matter, Vena Sword-Ratliff seemed genuinely surprised to hear that she should not have been involved in any of the recruitment and selection process and believed that, by staying off of the panel that conducted her son’s interview, she avoided any conflict of interest on her part. She seemed to later understand the importance of staying out of the process entirely and was remorseful that she did not put her recusal in writing and make it more obvious to those around here, including HR staff. On the contrary, she said she only told a few people in order to ensure that no one gives her son special treatment during the application process. Sword-Ratliff had not received the PEC’s Ethics Training for Form 700 filers, even though she is in a designated position and should have been prompted to receive the training.

While nepotism is a rather serious violation, all of the other factors weigh more heavily on the side of mitigating evidence, as follows:

	Factor	Mitigating	Aggravating
1	Seriousness of the violation		Moderately serious: respondent recused from interviewing her son but was involved in other aspects of hiring; harm was mitigated by the rescinding of her son’s employment offer
2	Intention to conceal, deceive, or mislead	No evidence of intent to conceal; evidence of attempt to comply with ethics rules	
3	Deliberate, negligent or inadvertent	Negligent or inadvertent	
4	Isolated or a pattern	Isolated	

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5	Prior record or demonstrated knowledge of the rule	No	
6	Took steps to cure violation	No, but attempted to avoid a conflict by recusing herself from interviewing her son; HR and OFD Chief rescinded the offer of employment to her son	
7	Cooperated with PEC's Enforcement efforts	Yes, gave voluntary and very candid interview and showed remorse and understanding of the optics	
8	Respondent's experience	Five years with the City, but no ethics training	
9	Ability to pay fine	City employee	

Further, HR staff and the OFD Chief took action soon after hearing of the violation and subsequently rescinded the job offer to the respondent's son, Brian Mouton, thereby helping to cure the violation with no benefit ultimately resulting from her actions.

In light of the above factors, a monetary penalty at the baseline amount of \$3,000, or even any monetary fine, seems unfair, particularly in light of the fact that her son's job offer was rescinded as a result of the respondent's involvement. There is no evidence that her actions were a deliberate attempt to help her son; as the program manager leading the recruitment, she had an interest in ensuring the candidate pool was plentiful and could arguably have made those decisions to expand the pool for her own program's overall benefit. Further, the respondent's violation of the nepotism prohibition was unknowing and she expressed remorse at not doing more to make her recusal more obvious so that those around her could have instructed her not to be involved from the start, as she clearly did not know that the law extended to all parts of the process. She recused herself from her son's panel, showing regard for avoiding a conflict of interest, at least for the more obvious issue that she knew to be cognizant of. Lastly, the respondent was cooperative with the PEC's investigator and spoke candidly throughout her interview about what happened and how she responded.

For all of these reasons, PEC Staff recommends resolving this matter through a Diversion agreement, specifically requiring that the respondent take the full Ethics Training for Form

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700 Filers within forty-five (45) days of signing the stipulation and pay a \$200 fee. The \$200 fee is for administrative costs to implement the diversion program, including PEC staff's administration in ensuring the training is completed.