

Item #7 - Proposed Diversion Agreement

DIVERSION STIPULATIONS:

- 1
2
3 1. This Diversion Agreement resolves all factual and legal issues raised in this matter and
4 represents the final resolution to this matter without the necessity of holding an
5 administrative hearing to determine the liability of Respondents;
6
- 7 2. In exchange for his entry into the Diversion Agreement, admission to the counts named
8 in this agreement, and completion of the terms of the Diversion Agreement, the
9 Commission, if approved, will close this matter with no further penalty.
10
- 11 3. Respondent knowingly and voluntarily agrees to enter diversion and waive all
12 procedural rights under the Oakland City Charter, Oakland Municipal Code, and Public
13 Ethics Commission Complaint Procedures, including, but not limited to, the right to
14 personally appear at an administrative hearing held in this matter, to be represented by
15 an attorney at their own expense, to confront all witnesses testifying at the hearing, to
16 subpoena witnesses to testify at the hearing, and to have the matter judicially reviewed;
17
- 18 4. This Diversion Agreement is not binding on any other law enforcement agency, and
19 does not preclude the Commission or its staff from referring the matter to, cooperating
20 with, or assisting any other government agency with regard to this matter, or any other
21 matter related to it;
22
- 23 5. There is probable cause to establish that the Respondent violated the Government Ethics
24 Act by engaging in the following conduct: a). using her position in a manner intended to
25 induce a private advantage or economic gain to another person, in violation of the
26 Oakland Municipal Code section O.M.C. 2.25.060 (A) (2) (Misuse of Position); b). when
27 she was employed by CDHC as a consultant, when CDHC had a contract with the City
28 within the preceding one year, where the Public Servant personally and substantially

Item #7 - Proposed Diversion Agreement

1 participated in the award of the contract in violation of O.M.C. 2.25.050 (Revolving Door
2 Restrictions); and c). failure to file a Form 700 Statement of Economic Interests for the
3 year 2019 in violation of O.M.C. 2.25.040 (B).

5 **DIVERSION AGREEMENT TERMS**

- 7 1. The term of this agreement shall be for six (6) months, beginning on May ____, 2021, and
8 shall terminate on November ____, 2021, or until Respondent has satisfied all of the
9 requirements of this agreement, whichever is later.
- 11 2. The proposed Diversion Agreement is subject to approval by the Public Ethics
12 Commission.
- 14 3. The respondent agrees that in the event the Commission refuses to approve the proposed
15 Diversion Agreement, it shall become null and void.
- 17 4. In the event the Commission rejects the proposed Diversion Agreement and a full
18 evidentiary hearing before the Commission becomes necessary, no member of the
19 Commission shall be disqualified because of prior consideration of the diversion
20 agreement.
- 22 5. During the term of this agreement, Respondent shall attend and successfully complete
23 the following trainings:
 - 24 i. Government Ethics Act Training for Form 700 Filers, in coordination with
25 Public Ethics Commission staff to ensure course completion,
 - 26 ii. Conflicts of Interest Training provided by PEC staff, and
 - 27 iii. One-hour follow-up in-person training with PEC staff.

Item #7 - Proposed Diversion Agreement

- 1 6. Respondent acknowledges that a failure to complete this requirement timely may be
2 grounds for the extension or termination of this agreement by the PEC.
3
- 4 7. The Respondent agrees to pay a Diversion Program Fee of \$150, payable to the City of
5 Oakland upon entry into the Diversion Agreement by money order or cashier's check.
6 Any costs associated with the remedial program shall be borne by Respondent.
7
- 8 8. Respondent is responsible for the timely submission of all completion certificates
9 required by this agreement and must communicate the completion of all requirements to
10 the PEC.
11

12 **COMPLIANCE AND DISPOSITION**

- 13
- 14 1. Any failure by Respondent to comply with any term of this agreement or any
15 subsequent complaint that alleges that the Respondent violated a provision of Oakland's
16 Government Ethics Act in a matter unrelated to the facts stipulated to in this diversion,
17 is a basis for the extension or termination of this agreement by the PEC.
18
- 19 2. In the event the PEC has a reason to believe that there is such a basis to extend or
20 terminate the agreement, Respondent acknowledges that the PEC shall provide the
21 Respondent with an opportunity to be heard through written submission concerning the
22 alleged non-compliance. Thereafter, the PEC staff shall determine whether to terminate
23 or extend this agreement and, if so, shall refer the matter to the PEC for review.
24
- 25 3. In the event that the Respondent fails to comply with the terms of this agreement, she
26 agrees that the following facts shall be deemed true in any subsequent hearing:
27
28

Item #7 - Proposed Diversion Agreement

- 1 a. Between January 2019 and December 2019, the Respondent Norma Thompson used
2 her position in the Housing Department in a manner intended to induce a private
3 advantage or economic gain to another person, Don Gilmore and the community
4 Housing Development Corporation.
- 5
- 6 b. Between January 2019 and December 2019, the Respondent, Norma Thompson,
7 when she was employed by CDHC as a consultant, and when CDHC had a contract
8 with the City within the preceding one year, the Public Servant personally and
9 substantially participated in the recommendation of the award of the NOFA funding
10 contract for her employer CDHC.
- 11
- 12 c. The Respondent, Norma Thompson failed to timely file a Financial Interest Form 700
13 for the year 2019.
- 14
- 15 4. Notification: During the term of this Diversion Agreement, Respondent shall notify the
16 PEC, in writing, of any change of e-mail address, mailing address, or telephone change
17 within 10 days of the change.
- 18
- 19 5. This Diversion Agreement is a deferral of enforcement proceedings, fines and penalties.
20 If, in the sole discretion of the PEC, Respondent complies with all the terms of this
21 agreement through the duration of the agreement, the matter/complaint shall thereafter
22 be closed and shall not be considered a prior PEC offense in any subsequent PEC
23 proceeding against him/her. The stipulated facts contained in this agreement will serve
24 as your admission to the alleged violation(s). If the terms of this agreement are violated,
25 the enforcement action will proceed, and the stipulated facts contained in this agreement
26 will serve as your admission to the alleged violation(s).
- 27
- 28

Item #7 - Proposed Diversion Agreement

1 6. The parties acknowledge that this Diversion Agreement, Respondent's compliance with
2 the Agreement, and the disposition of this proceeding upon completion or termination
3 of the Agreement, are matters of public record. He further acknowledges that the
4 Complainant will be made aware that this matter was resolved through a diversion
5 agreement.

6
7
8 Dated: _____

9 Kellie F. Johnson, Enforcement Chief
10 City of Oakland Public Ethics Commission, Petitioner
11

12 I, (Norma Thompson), attest that the statements contained in the diversion agreement are true
13 and correct, and that I agree to the above terms.
14

15 Dated: _____

16 Norma Thompson, Respondent
17

18 Print Name: _____
19

20
21 Dated: _____

22 The Respondent is Represented by Attorney
23

24 Print Name: _____
25
26
27
28

Item #7 - Proposed Diversion Agreement

ORDER OF DIVERSION

The foregoing Diversion Agreement of the parties (Case No. 20-03(b)), including all attached exhibits, is hereby accepted as the Order of the City of Oakland Public Ethics Commission, effective upon execution below by the Chair.

Dated: _____

Michael MacDonald, Chair
City of Oakland Public Ethics Commission