



OAKLAND POLICE COMMISSION MEETING AGENDA

**January 28, 2021
6:30 PM**

Pursuant to the Governor's Executive Order N-29-20, members of the Police Commission, as well as the Commission's Counsel and Community Police Review Agency staff, will participate via phone/video conference, and no physical teleconference locations are required.



OAKLAND POLICE COMMISSION

MEETING AGENDA

January 28, 2021
6:30 PM

PUBLIC PARTICIPATION

The Oakland Police Commission encourages public participation in the online board meetings. The public may observe and/or participate in this meeting in several ways.

OBSERVE:

- To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10
- To observe the meeting by video conference, please click on this link: <https://us02web.zoom.us/j/86529640784> at the noticed meeting time. Instructions on how to join a meeting by video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193>, which is a webpage entitled “Joining a Meeting”
- To listen to the meeting by phone, please call the numbers below at the noticed meeting time: Dial (for higher quality, dial a number based on your current location):

+1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592
Webinar ID: 865 2964 0784

After calling any of these phone numbers, if you are asked for a participant ID or code, press #. Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663>, which is a webpage entitled “Joining a Meeting By Phone.”

PROVIDE PUBLIC COMMENT: There are three ways to make public comment within the time allotted for public comment on an eligible Agenda item.

- Comment in advance. To send your comment directly to the Commission and staff BEFORE the meeting starts, please send your comment, along with your full name and agenda item number you are commenting on, to clove@oaklandca.gov. Please note that e-Comment **submissions close at 4:30 pm**. All submitted public comment will be provided to the Commissioners prior to the meeting.
- By Video Conference. To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will then be unmuted, during your turn, and allowed to participate in public comment. After the allotted time, you will then be re-muted. Instructions on how to “Raise Your Hand” are available at: <https://support.zoom.us/hc/en-us/articles/205566129>, which is a webpage entitled “Raise Hand In Webinar.”
- By Phone. To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing STAR-NINE (“*9”) to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. Once it is your turn, you will be unmuted and allowed to make your comment. After the allotted time, you will be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663>, which is a webpage entitled “Joining a Meeting by Phone.”

If you have any questions about these protocols, please e-mail clove@oaklandca.gov.



OAKLAND POLICE COMMISSION

MEETING AGENDA

January 28, 2021
6:30 PM

- I. **Call to Order**
Chair Regina Jackson
- II. **Roll Call and Determination of Quorum**
Chair Regina Jackson
- III. **Welcome, Purpose, and Open Forum** (1 minute per speaker)
Chair Regina Jackson will welcome 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. **Welcome New Commissioner - James Jackson**
The Commission will welcome and introduce James Jackson as a member of the Police Commission. ***This is a new item.***
 - a. Discussion
 - b. Public Comment
 - c. Action, if any
- V. **Update from Interim Police Chief**
OPD Interim Chief Manheimer will provide an update on the Department. Topics discussed in the update may include crime statistics; a preview of topics which may be placed on a future agenda; responses to community member questions sent in advance to the Police Commission Chair; and specific topics requested in advance by Commissioners. ***This is a recurring item. (Attachment 5).***
 - a. Discussion
 - b. Public Comment
 - c. Action, if any
- VI. **Selection of a Consultant for the Oakland Black Officers Association (OBOA) Allegations Investigation**
The Commission will discuss the selection process for a consultant to investigate the OBOA's allegations and may vote to select a consultant. ***This item was discussed on 1.9.20. (Attachment 6).***
 - a. Discussion
 - b. Public Comment
 - c. Action, if any

VII. OPD Budget Submission Review

Members of the Department will discuss their budget proposal which will be submitted to the City Administrator in February. ***This is a new item.***

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

VIII. Effects of Measure S1

The Commission will discuss the effects of Measure S1 which was overwhelmingly passed by Oakland voters on November 3, 2020. ***This is a new item.*** ([Attachment 8](#)).

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

IX. 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 9](#)).

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

X. Commission Retreat

The Commission will discuss details of the upcoming retreat on January 30, 2021. ***This item was discussed on 3.12.20, 5.14.20, 9.10.20, 10.24.20, 10.8.20, 12.10.20, and 1.7.21.***

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

XI. Meeting Minutes Approval

The Commission will vote to approve minutes from January 7 and 14, 2021. ***This is a recurring item.*** ([Attachment 11](#)).

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

XII. Committee Reports

Representatives from Standing and Ad Hoc Committees will provide updates on their work. ***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](#)).

- d. Discussion
- e. Public Comment
- f. Action, if any

XIV. Adjournment



OAKLAND POLICE DEPARTMENT

455 7TH ST., OAKLAND, CA 94607 | OPDCRIMEANALYSIS@OAKLANDNET.COM

CRIME ANALYSIS

Weekly Crime Report — Citywide 18 Jan. – 24 Jan., 2021

Part 1 Crimes <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2019	YTD 2020	YTD 2021	YTD % Change 2020 vs. 2021	3-Year YTD Average	YTD 2021 vs. 3-Year YTD Average
Violent Crime Index (homicide, aggravated assault, rape, robbery)	112	389	422	415	-2%	409	2%
Homicide – 187(a)PC	6	8	1	12	1100%	7	71%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Aggravated Assault	60	182	189	199	5%	190	5%
Assault with a firearm – 245(a)(2)PC	12	16	19	38	100%	24	56%
Subtotal - Homicides + Firearm Assault	18	24	20	50	150%	31	60%
Shooting occupied home or vehicle – 246PC	15	20	30	45	50%	32	42%
Shooting unoccupied home or vehicle – 247(b)PC	7	10	9	21	133%	13	58%
Non-firearm aggravated assaults	26	136	131	95	-27%	121	-21%
Rape	1	12	16	7	-56%	12	-40%
Robbery	45	187	216	197	-9%	200	-2%
Firearm	23	69	67	87	30%	74	17%
Knife	2	7	14	16	14%	12	30%
Strong-arm	11	82	93	61	-34%	79	-22%
Other dangerous weapon	4	5	11	9	-18%	8	8%
Residential robbery – 212.5(a)PC	1	6	12	6	-50%	8	-25%
Carjacking – 215(a) PC	4	18	19	18	-5%	18	-2%
Burglary	20	801	1,159	252	-78%	737	-66%
Auto	9	621	987	188	-81%	599	-69%
Residential	4	125	109	35	-68%	90	-61%
Commercial	5	46	52	16	-69%	38	-58%
Other (Includes boats, aircraft, and so on)	1	9	11	10	-9%	10	0%
Unknown	1	-	-	3	PNC	1	200%
Motor Vehicle Theft	67	456	494	383	-22%	444	-14%
Larceny	31	410	569	225	-60%	401	-44%
Arson	3	10	7	13	86%	10	30%
Total	233	2,066	2,651	1,288	-51%	2,002	-36%

THIS REPORT IS HIERARCHY BASED. CRIME TOTALS REFLECT ONE OFFENSE (THE MOST SEVERE) PER INCIDENT.

These statistics are drawn from the Oakland Police Dept. database. They are unaudited and not used to figure the crime numbers reported to the FBI's Uniform Crime Reporting (UCR) program. This report is run by the date the crimes occurred. Statistics can be affected by late reporting, the geocoding process, or the reclassification or unbounding of crimes. Because crime reporting and data entry can run behind, all crimes may not be recorded.

* Justified, accidental, foetal, or manslaughter by negligence. Traffic collision fatalities are not included in this report.
PNC = Percentage not calculated — [Percentage cannot be calculated.](#)
All data extracted via Coplink Analytics.



OAKLAND
POLICE DEPARTMENT

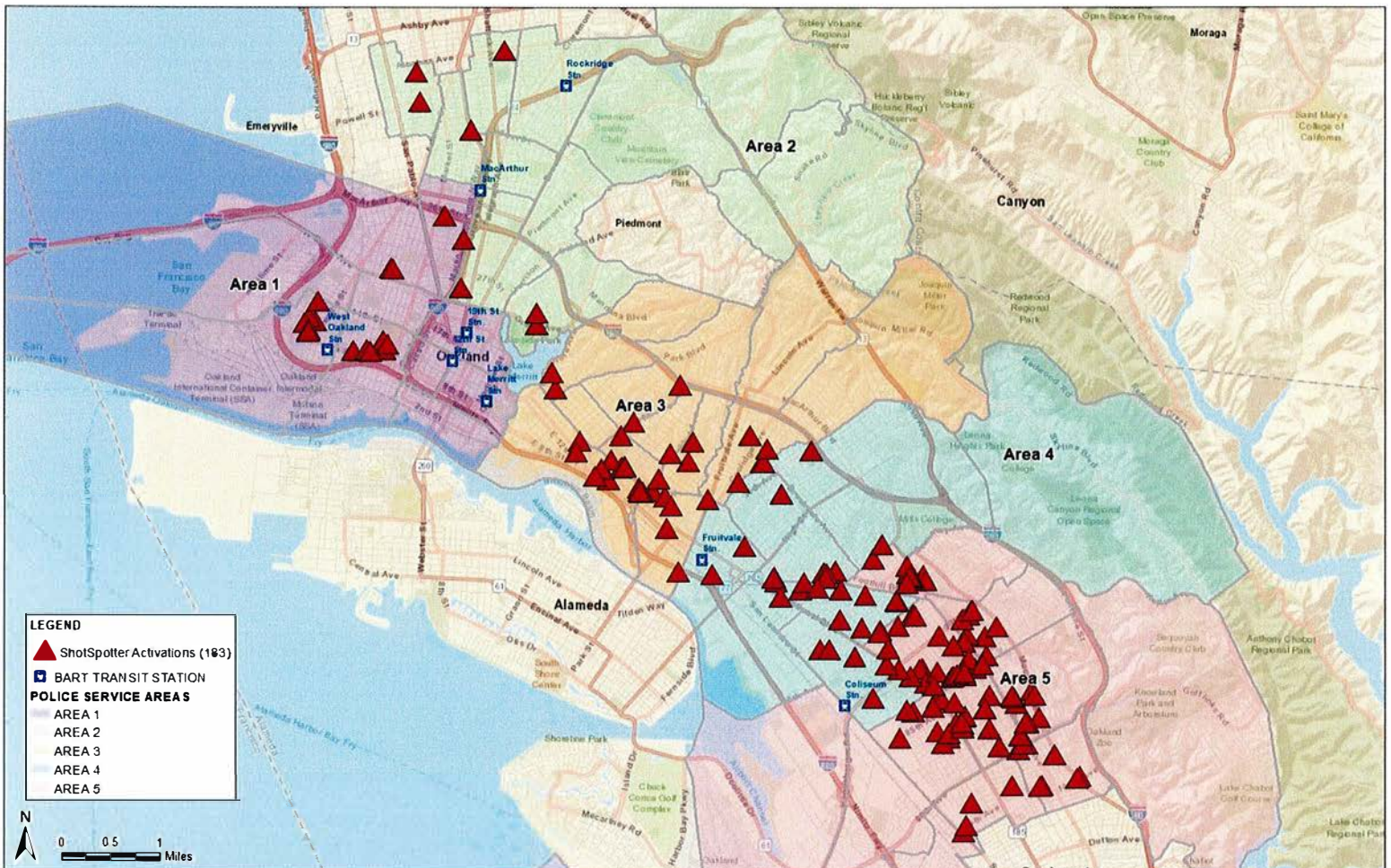
455 7TH ST., OAKLAND, CA 94607 | OPDCRIMEANALYSIS@OAKLANDNET.COM

CRIME ANALYSIS

Weekly ShotSpotter Activations Report — Citywide

11 Jan., – 17 Jan., 2021

ShotSpotter Activations	Weekly Total	YTD 2020	YTD 2021	YTD % Change 2020 vs. 2021
Citywide	183	211	426	102%
Area 1	18	22	34	55%
Area 2	7	10	14	40%
Area 3	34	32	87	172%
Area 4	31	59	81	37%
Area 5	93	88	210	139%



All data sourced via ShotSpotter Investigator.



OAKLAND POLICE DEPARTMENT

455 7TH ST., OAKLAND, CA 94607 | OPDCRIMEANALYSIS@OAKLANDNET.COM

CRIME ANALYSIS

Weekly Gunfire Summary

18 Jan. – 24 Jan., 2021

Citywide <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2019	YTD 2020	YTD 2021	YTD % Change 2020 vs. 2021	3-Year YTD Average	YTD 2021 vs. 3-Year YTD Average
Homicide – 187(a)PC	6	8	1	12	1100%	7	71%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Assault with a firearm – 245(a)(2)PC	12	16	19	38	100%	24	56%
Subtotal - 187 + 245(a)(2)	18	24	20	50	150%	31	60%
Shooting occupied home or vehicle – 246PC	15	20	30	45	50%	32	42%
Shooting unoccupied home or vehicle – 247(b)PC	7	10	9	21	133%	13	58%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	40	54	59	116	97%	76	52%
Negligent discharge of a firearm – 246.3PC	33	52	41	126	207%	73	73%
Grand Total	73	106	100	242	142%	149	62%

Area 1 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2019	YTD 2020	YTD 2021	YTD % Change 2020 vs. 2021	3-Year YTD Average	YTD 2021 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	3	-	1	PNC	1	-25%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Assault with a firearm – 245(a)(2)PC	-	4	5	3	-40%	4	-25%
Subtotal - 187 + 245(a)(2)	-	7	5	4	-20%	5	-25%
Shooting occupied home or vehicle – 246PC	3	5	5	9	80%	6	42%
Shooting unoccupied home or vehicle – 247(b)PC	1	4	2	3	50%	3	0%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	4	16	12	16	33%	15	9%
Negligent discharge of a firearm – 246.3PC	4	5	7	9	29%	7	29%
Grand Total	8	21	19	25	32%	22	15%

THIS REPORT IS HIERARCHY BASED. CRIME TOTALS REFLECT ONE OFFENSE (THE MOST SEVERE) PER INCIDENT.

These statistics are drawn from the Oakland Police Dept. database. They are unaudited and not used to figure the crime numbers reported to the FBI's Uniform Crime Reporting (UCR) program. This report is run by the date the crimes occurred. Statistics can be affected by late reporting, the geocoding process, or the reclassification or unbounding of crimes. Because crime reporting and data entry can run behind, all crimes may not be recorded.

* Justified, accidental, foetal, or manslaughter by negligence. Traffic collision fatalities are not included in this report.

PNC = Percentage not calculated — [Percentage cannot be calculated.](#)

All data extracted via Coplink Analytics.



OAKLAND POLICE DEPARTMENT

455 7TH ST., OAKLAND, CA 94607 | OPDCRIMEANALYSIS@OAKLANDNET.COM

CRIME ANALYSIS

Weekly Gunfire Summary

18 Jan. – 24 Jan., 2021

BFO 1 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2019	YTD 2020	YTD 2021	YTD % Change 2020 vs. 2021	3-Year YTD Average	YTD 2021 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	5	-	3	PNC	3	13%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Assault with a firearm – 245(a)(2)PC	5	7	10	15	50%	11	41%
Subtotal - 187 + 245(a)(2)	5	12	10	18	80%	13	35%
Shooting occupied home or vehicle – 246PC	6	7	15	20	33%	14	43%
Shooting unoccupied home or vehicle – 247(b)PC	3	6	4	5	25%	5	0%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	14	25	29	43	48%	32	33%
Negligent discharge of a firearm – 246.3PC	9	18	16	30	88%	21	41%
Grand Total	23	43	45	73	62%	54	36%

BFO 2 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2019	YTD 2020	YTD 2021	YTD % Change 2020 vs. 2021	3-Year YTD Average	YTD 2021 vs. 3-Year YTD Average
Homicide – 187(a)PC	6	3	1	9	800%	4	108%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Assault with a firearm – 245(a)(2)PC	6	9	7	22	214%	13	74%
Subtotal - 187 + 245(a)(2)	12	12	8	31	288%	17	82%
Shooting occupied home or vehicle – 246PC	9	12	14	25	79%	17	47%
Shooting unoccupied home or vehicle – 247(b)PC	4	4	4	16	300%	8	100%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	25	28	26	72	177%	42	71%
Negligent discharge of a firearm – 246.3PC	24	33	25	95	280%	51	86%
Grand Total	49	61	51	167	227%	93	80%

THIS REPORT IS HIERARCHY BASED. CRIME TOTALS REFLECT ONE OFFENSE (THE MOST SEVERE) PER INCIDENT.

These statistics are drawn from the Oakland Police Dept. database. They are unaudited and not used to figure the crime numbers reported to the FBI's Uniform Crime Reporting (UCR) program. This report is run by the date the crimes occurred. Statistics can be affected by late reporting, the geocoding process, or the reclassification or unfounding of crimes. Because crime reporting and data entry can run behind, all crimes may not be recorded.

* Justified, accidental, foetal, or manslaughter by negligence. Traffic collision fatalities are not included in this report.

PNC = Percentage not calculated — [Percentage cannot be calculated.](#)

All data extracted via Coplink Analytics.


2021 vs. 2020 — Year-to-Date Recovered Guns

Recoveries through 17 Jan.

Gun Recoveries	2020	2021	Difference	YTD % Change 2019 vs. 2020
Grand Total	38	38	0	0%

Crime Recoveries	2020	2021	Difference	YTD % Change 2019 vs. 2020
Felony	21	31	10	48%
Felony - Violent	7	5	-2	-29%
Homicide	1	0	-1	-100%
Infraction	0	0	0	PNC
Misdemeanor	0	0	0	PNC
Total	29	36	7	24%

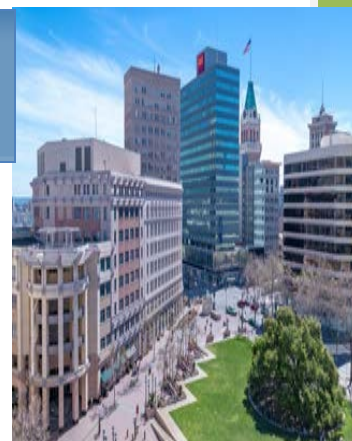
Non-Criminal Recoveries	2020	2021	Difference	YTD % Change 2019 vs. 2020
Death Investigation	0	0	0	PNC
Found Property	6	2	-4	-67%
SafeKeeping	3	0	-3	-100%
Total	9	2	-7	-78%

PNC = Percentage not calculated

[Percentage cannot be calculated.](#)



City of
OAKLAND California



CITY OF OAKLAND POLICE COMMISSION

**REQUEST FOR PROPOSALS
(RFP)
For**

Investigation of Promotional and Hiring Practices at Oakland Police Department

✓ **Due Date:** August 31, 2020 – 2:00 p.m. (Pacific)

TABLE OF CONTENTS

I. INTRODUCTION.....1

II. SCOPE OF SERVICES.....2

III. PROPOSAL.....2

A. General information2

B. Submittal Requirements16

C. Required Proposal Elements and Format16

D. Rejection of Proposal Elements18

E. Evaluation of Proposals.....19

F. Interviews of Short-listed Firms20

G. Contract Negotiations and Award21

IV. ATTACHMENTS

A. Sample Professional Services Agreement23

B. Stand-Alone Schedules

1) Required with Proposal:

• **Schedule E - Project Consultant Team45**

• **Schedule I – Sanctuary City Contracting and Investment Ordinance46**

• **Schedule O - Campaign Contribution Limits.....48**

• **Schedule W – Border Wall Prohibition.....49**

2) Required before full contract execution

• **Schedule E-2 Oakland Workforce Verification51**

• **Schedule Q Insurance Requirements52**

C. City Schedules and Policies..... 57

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>. Also, request a copy by email from isupplier@oaklandca.gov

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

I. INTRODUCTION

This Request for Proposal (RFP) is being issued by the City of Oakland, Police Commission.

Deadline for Questions: 2:00 PM, August 14, 2020 by email to the Project Manager, Chrissie Love, CLove@Oaklandca.gov.

Pre-Proposal Meeting (Participation is Voluntary): Tuesday, August 18, 2020 at 10:30 a.m. via teleconference. The toll-free dial in phone number is 605-313-5636. Access Code is 126098.

Proposal Submittal Deadline Date and Time: August 31, 2020 at 2:00 PM

Submit Proposals electronically to iSupplier: Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. In addition, please submit an email copy of your proposal to the project manager Chrissie Love at Clove@Oaklandca.gov. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Paula Peav.

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

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 (L/SLBE participation is waived per the availability analysis dated July 9, 2020) ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Professional Services Local Hire ♦ Border Wall Prohibition ♦ Sanctuary City Contracting and Investment Ordinance

Contractors who wish to participate in the RFP 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>

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

Free copies of the RFP 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:
<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-oppourtunities>

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

1. Project Manager: Chrissie Love, CLove@Oaklandca.gov, 510-238-7785.
2. Contract Compliance Officer: Vivian Inman, VINman@oaklandca.gov, 510-238-6261
3. Contract Administrative Analyst: Paula Peav, ppeav@oaklandca.gov, 510-238-3190.

II. SCOPE OF SERVICES

The Oakland Police Commission will enter into a contract agreement with a professional workplace investigator to examine a subset of the allegations raised by the Oakland Black Officers Association (OBOA) in their open letter of March 15, 2019, specifically, whether the Oakland Police Department’s promotional and hiring practices since January 1, 2017, have had a racially discriminatory effect or were motivated by racial bias.

The duration of the contract is currently estimated to be less than one (1) year.

The scope of work should include all aspects of conducting a comprehensive investigation of promotional and hiring practices within the Oakland Police Department. The Contractor agrees to perform the services necessary for completion of this investigation, including, but not limited to, a written report and public presentation to the Police Commission at the conclusion of the investigation detailing whether an disparate impact or intentional discrimination was found, and what changes could be made to the promotional and hiring system to eliminate such impacts and/or discrimination, and to further advance the City of Oakland’s goal of achieving racial equity in all its operations, including promotional and hiring decisions within the Oakland Police Department.

III. THE PROPOSAL

A. GENERAL INFORMATION

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 Police Commission reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)- *waived per the availability analysis dated July 9, 2020.*
 - 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 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.
 - 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**

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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-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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.

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 \$14.98 with health benefits or \$17.19 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

- 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 **\$2.21 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. 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

(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 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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, 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,

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

- 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 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,

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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-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. Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

11. Border Wall Ordinance

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.

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

12. 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.

13. 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

14. 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.

15. Sample Professional Service Agreement

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

16. 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 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.

17. 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.

18. 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.

19. 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. 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.

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

RFP and Project related issues:

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

Project Manager: Chrissie Love, clove@oaklandca.gov, 510-238-7785

Contract Analyst: Paula Peav, ppeav@oaklandca.gov, 510-238-3190

Compliance Officer: Vivian Inman, vinman@oaklandca.gov, 510238-6261

21. All responses to the RFP become the property of the City.
22. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
23. 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 RFP process.
24. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP 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 RFP or any responses by any contractor teams
25. 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.
26. 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, 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.
27. 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Submit Proposals electronically to iSupplier before August 31, 2020, 2:00 P.M. Please log on to iSupplier to submit your proposal before the 2:00 P.M. deadline. In addition, please submit an email copy of your proposal to the project manager Chrissie Love at clove@oaklandca.gov. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Paula Peav.

All proposals must include the project name, submittal date, and time the proposals are due on the documents.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1. Transmittal Letter

- a. 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.

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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.

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 RFP Checklist.

- a. Schedules (Required with submission)

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

- 1. Schedule E - Project Consultant Team**
- 2. Schedule I – Sanctuary City Contracting and Investment Ordinance**
- 3. Schedule O - Campaign Contribution Limits**
- 4. Schedule W – Border Wall Prohibition**

b. 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>

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

9. Information: All responses to the RFP become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".
10. 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

The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFP 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 RFP.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

E. EVALUATION OF PROPOSALS

The following sample of criteria and the points for each criterion, for a total of 125 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 RFP.
 - Prior experience and ability to work with City staff, community groups, and other stakeholders in cities other than Oakland.
- 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.
 - Special resources the team offers that are relevant to the successful completion of the project.
- 5) Limited Past Professional Ties to City of Oakland20 points

The Oakland Police Commission seeks proposals from contractors without significant past business relationships with the City of Oakland. Proposals will be scored on the extent of past contractual and professional relationships with the City and City Departments. Bidders with no previous City of Oakland contracting experience or professional relationships will receive the full (20?) points with points deducted for each prior contract and professional relationship.

 - Past contract awards from the City of Oakland, describing services provided, contract length, and total contract value.
 - Past professional relationships of team members and firms comprising the team with the City of Oakland including City employment.
- 6) Other Factors.....10 points
 - Presentation, completeness, clarity, organization, and responsiveness of proposal.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 with the CPRA Executive Director and CPRA staff. 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).
- 2) The interviews will last approximately (30) minutes, with the time allocated equally between the team's presentation and a question-and-answer period with interviewers. 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, lack of past professional relationships with the City of Oakland and other pertinent areas that would distinguish them.
- 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.
 - Lack of prior professional relationship(s) with the City of Oakland
 - 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 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:

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

▪ Distribution of RFP	July 24, 2020
▪ Pre-proposal Meeting	2 pm, August 18, 2020
▪ Submission of RFP	2 pm, August 31, 2020
▪ Evaluation of Rankings	September 15, 2020
▪ Notification of Interviews	September 22, 2020
▪ Interviews	starting September 29, 2020
▪ Contract Negotiations	October 12, 2020
▪ Contract Documentation Distribution	October 26, 2020
▪ Contract Award	October 30, 2020

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 Oakland Police Commission will award the contract to the selected contractor. The final award may be made at a publicly noticed meeting of the Police Commission.
5. A sample City standard professional services agreement is included in the RFP 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, 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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, 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

c. Payment of Income Taxes

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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 "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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

- 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 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

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. Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide

20. 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

information technology or cloud- based technology or services, to construction of the a wall along any part of the United States - Mexico border.

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

21. 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.

22. 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.**

23. 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.

24. 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

- 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 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

- 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.

26. 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 \$14.98 with health benefits or \$17.19 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 \$2.21 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

- 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.

27. 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 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>

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

28. 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.**

29. 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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**.

30. 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.

31. 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.

32. Religious Prohibition

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

33. 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.

34. 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 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.

35. 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.

36. Governing Law

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

37. 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.

38. 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 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

39. Modification

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

40. 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.

41. Time of the Essence

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

42. 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 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

43. Approval

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

44. 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

(City Attorney’s Office Signature) (Date)

Resolution Number

Accounting Number

END OF PROFESSIONAL SERVICES CONTRACT SAMPLE

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

**ATTACHMENT B1
(Stand-Alone Schedules Required with Proposal)**

**SCHEDULE E
(PROJECT CONSULTANT TEAM LISTING)**

**AND
SCHEDULE I
(SANCTUARY CITY CONTRACTING AND
INVESTMENT ORDINANCE)**

**AND
SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

**AND
SCHEDULE W
(BORDER WALL PROHIBITION FORM)**

An interactive version of the forms can be downloaded from Contracts 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

**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: _____

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

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)

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



Schedule I

“Sanctuary City Contracting and Investment Ordinance”

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland.

Compliance must be established prior to full contract execution.

.....
I, (name) _____, the undersigned, _____ of
(Position/Title)

(Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term “data collection” includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City’s Project Manager and invoice reviewer or the City Administrator’s Office, Chief Privacy Officer if any of this Business Entity’s subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.

6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



PLEASE COMPLETE AND SIGN

- I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.**

or

- I declare that I understand Ordinance # 13540 C.MS. 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) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____

email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

_____ Date

SCHEDULE I DB/DM 2019

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



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 _____

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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)

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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

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

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

An interactive version of the forms can be downloaded from Contracts 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 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 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 Rating of A VII, or better.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 compliance by signing this Declaration of Compliance.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

-
- (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>.
- iii. This form is use for establishing level of certified local Oakland for profit and not

¹ Stand Alone Schedule is not part of the “Combined Schedule”.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments monthly. The

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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.
9. **Schedule M** – (Independent Contractor Questionnaire, Part A). – **Applies to all agreements and is part of the “Combined Contract Schedules”**.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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**.
- ii. The form is also available on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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 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.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

-
- 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.*



**REQUEST FOR PROPOSAL RESPONSE
INVESTIGATION OF PROMOTIONAL AND HIRING
PRACTICES AT OAKLAND POLICE DEPARTMENT
BID/PROPOSAL-Due Date 8/31/20 2:00 PM**

STATEWIDE RISK MANAGEMENT, LLC
760 ROUTE 10
SUITE 204
WHIPPANY, NEW JERSEY 07981
(732) 921-7378

WWW.STATEWIDERISKMANAGEMENT.COM
INFO@STATEWIDERISKMANAGEMENT.COM

Table of Contents

Letter of Transmittal.....3
Executive Summary5
Company Profile5
ProjectTeam.....7
Disclosure of Relationships/Conflict of Interest Statements.....10
Project Approach.....10
Sample Project Timeline13
Statement of Qualifications.....14
References/Recent Clients.....15
Fees16
Business License(s)17

8/27/20

City of Oakland, Police Commission
 Attn: Project Manager, Chrissie Love
 250 Frank H. Ogawa Plaza
 Suite 6302
 Oakland, CA 94612

Ms. Love,

Our firm is pleased to submit our proposal to the City of Oakland, Police Commission to conduct Workplace Investigation Services. Our firm is comprised of highly competent and experienced attorneys, licensed private investigators and consultants who are also former law enforcement executives. Our clients include private and public sector jurisdictions as consultants, investigators, and hearing officers. We have significant experience conducting work similar to that which you seek for your organization. **Please note that due to prior investigations being subject to attorney-client privilege, we can release only general information upon request. Members of this firm have investigated hundreds of workplace investigations.** The list below represents a sample of public organizations previously retained by the partners for various organizational, operational and investigatory analyses:

City of Long Branch, NJ	Borough of Mountainside, NJ	Township of Kearny, NJ
Township of Princeton, NJ	Township of Bedminster, NJ	Township of Neptune, NJ
City of Millville, NJ	Township of Woolwich, NJ	City of Des Moines, IA
Denville Bd of Education, NJ	Newark Bd of Education, NJ	South Orange, NJ
Maplewood, NJ	Linden, NJ	

We are an independent, fact finding team committed to providing the highest levels of professionalism to our clients. We take pride in offering our services at a much more affordable price than many of our competitors.

As with any project that we are privileged to work on, our service is characterized by the following aspects:

- Consistent stakeholder involvement and input.
- Complete transparency.
- Efficient and timely deliverables.
- Astuteness with public and private sector cultures.
- Consistent communication.
- Commitment to integrity and professionalism.
- Comprehensive deliverables complete with meticulous details.

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Oakland, Police Commission

.Request for Proposal. Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

Listed below is my contact information and I certainly welcome you to correspond with me regarding any questions you may have about the terms of this proposal or with any other questions. We look forward to potentially working with you if we are offered this opportunity.

I examined and carefully checked the specifications and instructions; conducted a due diligence investigation; and have offered a fully compliant proposal. The offerors expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition.

Respectfully,



Dr. Thomas Shea, D.Sc., CPP
Partner
Statewide Risk Management, LLC.
Fed Tax ID# 84-3566140

Executive Summary

Assignment Requested:

In order to conduct workplace investigations independently, the City of Oakland, Police Commission has issued a nationwide, competitive, request for proposal to identify a firm to undertake this investigations with a contract less than one (1) year in duration. The purpose for investigation(s) requested include the delineated services listed in the “Scope of Services.” This proposal will be the first formal strategic plan developed for the Commission and stakeholders. As a result of the ensuing investigation, our firm, as qualified, will provide the following:

- Written summaries of an investigation regarding formal complaint by the Oakland Black Officers Association (OBOA) that the Oakland Police Department hiring and promotion processes are motivated by discrimination and bias.
- Recommendations to the Commission concerning the petitioner, based on the facts and evidence acquired during the investigation.
- All evidence acquired during the investigation will be document and organized for presentation.
- All report content will remain privileged and confidential and will only be accessed by the partners listed in this report and reports will be e-mailed to the Commission within the timelines requested.
- Any necessary legal testimony will be provided to the conclusion of the case.

Company Profile

Statewide Risk Management Firm

Our team includes recognized legal, law-enforcement and investigative subject matter experts. Our firm assists public agencies (including police and fire departments and schools) and private organizations with investigations, personnel selection, internal policy and security protocols and procedures. We are attorneys, professors (Centenary University, Seton Hall University, Purdue University, Saint Leo University and Felician University), retired police chiefs and security specialists. We provide internal audits, investigations, training and response protocols for municipalities, police departments and schools.

Recent projects include creating Safety and Security Policy & Regulations for the South Orange-Maplewood School District. Conducting an operations and staffing audit for Long Branch Police Department, Active Shooter Best Practices Response for Seton Hall University, Risk and

Vulnerability Mitigation, and the creation of Options-Based Security Response Training. Furthermore, our team creates graduate and college courses ranging from Criminal Justice classes, Health Law, Regulation and Compliance classes, Business Law and Employment Law classes for various universities.

Statewide Risk Management, LLC specializes in many services, including, but not limited to:

Workplace Investigations /Internal Audit /Personnel Selection. We act as hearing officers, internal investigators and auditors. Whether you want to review your HR practices and procedures, conduct independent employee investigations or personnel selection, residency investigations or internal procedures we can evaluate your needs and provide step-by-step results.

Emergency Response Training. We provide School Safety Specialist Training and active shooter/emergency response training. This includes police/school security training and utilizing our psychologist we train not only safety and options-based security protocols but also take into the account the mental health of the students to minimize the traumatic impact of security protocols.

Risk and Vulnerability Mitigation. Review practices and procedures to determine what changes, if any, should be made to minimize risk.

Investigations/Employment Verification/Advanced Background Investigation. From Pass the Trash compliance to in-depth investigation of resumes (education and work history) for executive hires, we are licensed private investigators who will make sure you hire the best qualified and vetted candidates.

Statewide Legal Plan – we are in-network attorneys with the Statewide Legal Plan which provides low cost legal services to members which includes free membership for educators and police officers. www.statewidelegalplan.com.

We are aware that investigative service analyses must comply with federal laws and regulations including but not limited to:

- Civil Rights Act of 1964.
- Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendments Act of 2008.
- Age Discrimination in Employment Act (ADEA).

Our firm assists public agencies (including police and fire departments and schools) and private organizations with personnel selection, internal policy and security protocols and procedures. We work closely with attorneys, professors (Centenary University, Seton Hall University, Purdue University, Saint Leo University and Felician University), retired police

chiefs and security specialists. We provide internal audits, investigations, training and response protocols for municipalities, police departments and schools.

Recent projects include creating Safety and Security Policy & Regulations for the South Orange-Maplewood School District. Conducting an operations and staffing audit for Long Branch Police Department, Active Shooter Best Practices Response for Seton Hall University, Risk and Vulnerability Mitigation, and the creation of Options-Based Security Response Training.

We have experience as hearing officers, internal investigators and auditors. Whether you want to review your HR practices and procedures, conduct independent employee investigations or personnel selection, residency investigations or internal procedures we can evaluate your needs and provide step-by-step instructions and results for you and your staff.

Assigned Team

Statewide Risk Management, LLC is comprised of attorneys and licensed private investigators. We conduct investigations and internal audits of government entities and municipalities as well as private corporations. We act as internal auditors, hearing officers and labor counsel. The team members on this proposal include: David E. Gray, Esq. (licensed attorney and investigator), John Birmingham, Esq. (licensed attorney, investigator, government official and college professor), Robert A. Verry (licensed private investigator, college professor and Police Chief (ret.)), and Dr. Thomas Shea (licensed private investigator, college professor and former Internal Affairs Commander). In addition to the information expressed above in their brief biographies, our investigators offer over fifty (50) combined years of actively conducting criminal, administrative, and civil investigations with allegations that range from workplace discrimination, harassment, misconduct, and incapacity.

Dr. Thomas A. Shea, D.Sc., CPP

Dr. Shea is the Program Director of the Professor of Police Graduate Studies at Seton Hall University and a Director of Security for the South Orange Maplewood School District, Licensed Private Detective and a Certificated Protection Professional (CPP) through ASIS, considered to be the gold standard of security and investigative certifications. Dr. Shea has handled hundreds of sensitive workplace investigation cases including, but not limited to: inter-employee conflict, sexual harassment, employee misconduct, and corruption. Dr. Shea has also provided extensive personnel related testimony. Dr. Shea is also an expert consultant, providing security and police operational and investigation analyses for subsequent litigation. Additionally, Dr. Shea has authored police department reform reports as well as numerous policing and security publications. Lastly, Dr. Shea has created innovative school security policy, regulations and training protocol to better prepare school staff to be more resilient from the unfortunate realities of active shooter events.

Dr. Shea earned his Bachelor of Science degree in Administration of Justice from Rutgers University in 1997, and was hired soon after by the Long Branch, N.J. Police Department. He was assigned to various units and during this period, he earned his Master of Public Administration degree from Seton Hall University, graduating in 2001. Dr. Shea completed his doctoral degree in Civil Security Leadership, Management and Policy from New Jersey City University, graduating in 2015. His dissertation topic focused on executive leadership. During his police career, Dr. Shea has been the recipient of numerous commendations. Lastly, Dr. Shea is a United States Marine Corps veteran of Operation Desert Shield/Storm.

Dr. Shea is the author of a book recently published nationally by Looseleaf Law, Inc., titled, *115 Ways to Dramatically Improve your Officers, Your Agency, and Your Leadership*. The book is designed for all law enforcement executives to conduct transformational and innovative initiatives within their respective police departments, both internally and externally.

Chief (ret.) Robert A. Verry, CPM, MLPA, MBA

Chief Verry started his career with the Middlesex County College Police Department in 1988, joining South Bound Brook Police Department in 1989. Chief Verry served as P .B.A. President before being promoted to Sergeant in 1995; Lieutenant in 1996; Chief in 2000; and retiring in March 2008. Presently, Chief Verry is a full-time Associate Professor of Criminal Justice, Law & Government, Pre-Law student advisor, and Director of the Paralegal Studies program with Centenary University. Additionally, Chief Verry is a Licensed Private Detective, freelance Paralegal, and serve/d as a Representative/Consultant before the Public Employment Relations Commission.

Since 2007, Chief Verry actively provided law enforcement consulting services across the country and while in that capacity served as a Grievance and Hearing Officer for sworn and unsworn personnel throughout New Jersey. Additionally, Chief Verry reviewed police department's internal affairs policy and procedures, reviewed defense expert's reports, and serves/d as an internal affairs investigator. Chief Verry qualified and testified as an expert in Superior Court; specifically, for: *Internal Affairs and Supervisory Investigations; and Policies and Procedures*.

Chief Verry holds an associate degree in Liberal Arts, Bachelor's Degree in Sociology/Criminal Justice, a master's degree in Leadership and Public Administration (MLPA) and an MBA. At present, Chief Verry's working on his doctorate (Ed.D) in Educational Leadership. Chief Verry completed all his coursework (17 courses / 51-credits) toward his doctorate degree in Educational Leadership and is currently working on his dissertation with an anticipated graduation date of May 2020. Additionally, Chief Verry is a graduate Paralegal from Fairleigh Dickinson University and a Certified Public Manager and graduate of West Point Command & Leadership, Public Sector Labor Relations Certificate Program, and Police Law Enforcement Executive.

Furthermore, Chief Verry is a founding member of *New Jerseys' Internal Affairs Association* where he serves as President since 2004's commencement. Chief Verry has been directly and indirectly involved in well over 1,000 police misconduct investigations and presented over 100 seminars across New Jersey related to Internal Affairs investigations and labor relations including, but not limited to, a basic course that reviews the Attorney General Internal Affairs Policy and Procedure; Employee Discipline; Understanding Past Practice, and Controlling Absenteeism. Chief Verry has actively investigated, and presented, on allegations related to employment discrimination.

Chief Verry is the author of the book titled *Mechanics of a Police Internal Affairs Investigation*, ISBN #978-1932777970 <<https://tinyurl.com/y3jhnmuuj>.

David E. Gray, Esq.

David E. Gray, Esq, a licensed attorney, actively conducts investigations on behalf of private corporations and public entities, including Municipalities, State and Local Government and School Boards/Contractors. David served as an adjunct professor at Centenary University (Business Law), Sussex County Community College and St. Peter's University and is the past Deputy Mayor of Byram Township. He has lectured on various areas of the law before community organizations and has testified before the state Senate Judiciary Committee regarding pending legislation. He has appeared on CNN, News 12 New Jersey, Fox 5-Philadelphia, Channel 9 and Channel 11 news regarding a variety of cases. He has been quoted in the "Star Ledger," "Daily Record," "New Jersey Herald" and various local newspapers regarding cases he has successfully litigated. David was twice elected as a Councilman and serves as Deputy Mayor of Byram Township in New Jersey. Recognized for his successful track record, David is recognized by Super lawyers® in the State of New Jersey. David is a graduate of the Rutgers School of Business (B.S.) and Seton Hall University School of Law (J.D.) with honors. Recent accomplishments include successful representation of individuals involved in the Mueller Investigation.

John A. Bermingham, Jr. Esq.

John A. Bermingham, Jr. Esq. is a New Jersey Attorney who has over 15 years' experience as in-house counsel and most recently as Global Legal General Counsel for Novartis specializing in corporate law, employment law, civil litigation, health law, and tort law. Attorney Bermingham is admitted to practice in the United States Supreme Court, the Supreme Court of New Jersey and all other state courts of New Jersey; and admitted to the District Court for the Federal District of New Jersey. Attorney Bermingham has been teaching as a professor for over ten years as well, periodically teaching for Centenary University, Purdue University, Saint Leo University and Felician University . He teaches Corporate Law, Constitutional Law, Government Law, Business Law, and various Health Law classes. Attorney Bermingham received his Bachelor of Science in Justice Studies at Arizona State University, his MBA with a Concentration in

Criminal Justice at Saint Leo University, and his Juris Doctor at Catholic University. Furthermore, Attorney Bermingham was elected by the people of Upper Mount Bethel, Pennsylvania in the November, 2015 General Election to the Board of Supervisors and is currently the Chairman of the Board of Supervisors for the township of the term 2016 until 2022. He has published articles for the National Association of Legal Assistants/Paralegals (NALA) and drafted their examination questions for paralegals.

Disclosure of Relationships/Conflicts of Interest

Statewide Risk Management, LLC hereby certifies is that the firm, any participating members/ family members, nor any of its affiliates or subsidiaries, currently provides, directly or indirectly, any service or similarly related services that could be in conflict with providing workplace investigation services to the City of Oakland, Police Commission. Additionally, no parties mentioned in this proposal have any affiliations or involvement with any organization or any entity with any financial interests or non-financial interests with the City of Oakland, Police Commission.

Project Approach

The timeline on page twelve illustrates the following work plan. With every project we commit to a quick turnaround. We approach each investigation with the goal of minimizing any litigation risks or potential liability claims associated with each matter. Concerning this particular assignment, we realize that there are deadlines promulgated by the Court and statutorily requirements. Although every investigation has the potential for multiple variables, our investigations are conducted mindful of efficiency and timeliness.

Our firm has assisted various enforcement agencies of all sorts of all sizes and jurisdictions with internal review and reform methodologies to assist them with the objective of delivering ethical policing cognizant and mindful of diversity and integrity. Our team has conducted hundreds of investigative cases and two team members published nationwide books committed to these values, which we will also bring to this investigation.

As such, we developed a sample work plan specifically for this process:

Phase I: Start Case File: Once a case is transferred to us, we begin work immediately on our case management system. On the date that we receive a petition or request from the Commission, the following tasks occur:

- Gather all necessary documents or data necessary to conduct a thorough investigation.
- Once received, we will thoroughly examine each and define the scope of the investigation.

- Proceed with any background checks necessary utilizing our database that compiles millions of pieces of cross-referenced data.
- Ensure that we have everything that we need to move to the planning step in Phase II.

Phase II: Strategic Investigation Planning: This is the planning phase, where the following steps occur:

- All necessary interviews are scheduled.
- Our attorneys are contacted to review the petition for any potential legal issues or requirements.
- Travel is scheduled if needed.
- Any other information or last-minute logistics that may arise before dispatch is addressed.
- The investigation plan is developed.

Phase III: Investigation: Licensed private investigators lead the investigations. Notes and activity is recorded on our propriety case management system. Licensed investigators are prepared to travel to witnesses on location for investigations.

- Upon arrival, we will make contact with the complainant and any necessary witnesses.
- We will conduct the recorded interviews, pre-scheduled in a discreet and confidential location.
- We will corroborate any initial information with the Commission.
- We will address and communicate to the Commission, any potential issues pertaining to the progress of the investigation.

Phase IV: Report Development: Preparation of the investigation report.

- An initial outline is created and reviewed by our attorneys prior to the construction of the report.
- Results are communicated with the contact person assigned to each individual case and deadline (initial or review case).
- Comprehensive attorney review of electronic and documentary evidence.
- Completion of a professional, thorough and detailed report, consisting of findings, summaries, and recommendations.
- Proofreading and final review by our attorneys before deliverables are sent to the Commission.

Phase V: Investigation Follow up/Presentation of Findings: This phase includes the following:

- Comprehensive public presentation of the findings to the City of Oakland Police Commission to any stakeholders that you deem appropriate.
- Recommendations for policy, practice and potential training changes to remediate validated conclusions.

- Identification of strategic planning objectives and a schedule for implementation of any potential operational changes.
- Testimony in Court as necessary. (Witnesses are licensed private investigators with 15+ years of expertise including retired law enforcement personnel with advanced education degrees. **Investigators of the firm have testified in court or under oath as expert witnesses**).

INVESTIGATION OF THE PROMOTIONAL AND HIRING PRACTICES AT OAKLAND POLICE DEPARTMENT

PROJECT TITLE Investigation of the Promotional and Hiring Practices at Oakland Police Department

INVESTIGATION TYPE Workplace Investigation

INVESTIGATOR STATEWIDE RISK MANAGEMENT, LLC

DATE Commences 11/1/20 (Tentative)

The following timeline is only a sample of one that we would create for this investigation, dependent on multiple differing variables, such as scheduling, formal meeting dates, interview availability, etc.

PHASE	DETAILS	DATE																														
		November			December			January			February			March			April			May												
PROJECT WEEK:	Month of Year ----->	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29	5	12	19	26	3	10	17	24	31
1	Start Case File Initial Assessment Gather all Documents Review Documents	I Status Report			II Status Report																											
2	Strategic Investigation Planning List Any Potential Witnesses Schedule Any Necessary Interviews Assess Legal Requirements Review Complaints Schedule Travel (If Necessary) Gather Ancillary Evidence				II Status Report																											
3	Investigation Interview(s) Cooperation Interviews Corroboration of Facts with Interview(s) Conference with Commission							III Status Report																								
4	Report Development Report Outline Report Writing Proofreading/Editing by SRM Attorneys Report Deliverables										IV Status Report																					
5	Investigation Follow up/Testimony Meeting with Court Attorneys Meeting with Commission Depositions/Court Proceedings																V (Continuous)															

P R O J E C T E N D

Statement of Qualifications

Statewide Risk Management, LLC is comprised of attorneys, licensed private investigators (former high ranking police officers and investigators), former school district administrators and academics. We conduct various investigations and internal audits of government entities and municipalities, as well as private organizations. As such, we are experts in conducting workplace investigations, not just professional consultants. Each team member has extensive experience in their respective fields and have testified as experts. All investigations are conducted by highly competent and experienced investigators and reviewed by attorneys. Retaining this firm ensures the highest ethical and professional standards for every one of our clients. The key staff assigned to investigations possess the following qualifications:

David E. Gray, Esq. (Licensed attorney and investigator)

Juris Doctor Degree-Seton Hall University

B.S., Organizational Management – Rutgers Business School

Mediation Training Course – Administrative Office of the Courts

Conducts and defends litigation and investigations for public and private entities, governments and individuals.

Appointed Mediator and Arbitrator.

John Bermingham, Esq. (Licensed attorney and investigator)

Juris Doctor Degree-Catholic University

MBA with a Concentration in Criminal Justice - Saint Leo University

Conducted FINRA investigations for Insider Trading and IC3 investigations with the FBI

Robert A. Verry (Licensed private investigator, college professor and former Chief of Police and Internal Affairs Expert)

Master's Degrees (2)-Centenary University

College professor-Centenary University

Nationally published author, investigations and policing expert, certified paralegal, mediator and hearing officer.

Dr. Thomas Shea, D.Sc., CPP (Licensed private investigator, college professor, former Internal Affairs Commander)

Doctoral Degree-NJCU

Master's Degree-Seton Hall University

Certified Protection Professional (CPP)-ASIS

School Safety Specialist Certified

Former Director of Safety and Security

Nationally published author and investigations and policing expert.

References

1. Jeffrey J. Carter, Ph.D., 400 Jefferson Street, Hackettstown, NJ 07840 / (908) 852-1400 ext. 5665) / Jeffrey.Carter@CentenaryUniversity.edu
2. Jonathan Cohen, Esq. 385 County Rd 510, Chester, NJ 07930/ (908) 888-2547
jcohen@pclawnj.com
3. Natalia Angeli, Esq. 50 South Franklin Turnpike Ramsey, NJ 07446/ (201) 818-6400
mail@bottalaw.com

Recent Clients

Newark Board of Education – worked with Director of Human Resources and legal department to plan, develop and administer an employment verification and background check program for several thousand teachers and staff. We identified the legal need for the program, formed a workflow chain and built the website/program to roll out to staff members. The project running successfully since implementation in 2019.

Denville Township – worked with Superintendent of the Board of Education to develop and implement a series of background investigations following very public revelations of teacher/administrator misconduct. Worked with legal department to review policies and procedures and implement a proactive response to reduce the probability of future misconduct allegations.

Fees

Our objective is to assist the City of Oakland, Police Commission to provide this workplace investigation at an affordable cost. An estimated of hours per investigation is outlined on the sample timeline provided on the previous page. We do not charge for any phone conversations related to investigations. The expenditures listed below were evaluated and derived after consideration of the scope of services as described in the RFP. The proposed project will last approximately less than a year in duration. A chart featuring estimated costs by phases is delineated below (not including any potential testimony) this includes all hourly consultant costs, including expenses, overhead, equipment, administration, and other expenses for the scope of services provided in this RFP:

Project Phase	Hours	Total
Phase I	80	80
Phase II	40	120
Phase III	120	240
Phase IV	80	320
Total Staff Hours		320
Hourly Rates	150.00/Hr.	48,000.00
Travel Costs		11,000.00
Total Costs		59,000.00

CHUBB®

ACE Fire Underwriters Insurance Company

**Special Investigator
Policy Declarations**

This Policy is issued by the stock insurance company listed above ("Insurer").

Policy Number: SPI G28978558 001

Renewal of: New

**Named Insured & Principal Address:
Statewide Risk Management, LLC,; David
E Gray Esq; John A Bermingham Esq;
Thomas A. Shea and Robert A. Verry
760 Route 10 West**

Whippany, NJ 07981

**Business Description: Special Investigator
Policy Period:**

From 05/02/2020 to 05/02/2021

12:01 a.m. local time at the Principal Address shown



Item A. PROPERTY

Covered Location(s):

- 1 760 Route 10 West, Whippany, NJ 07981

Loc	Coverage(s)	Limit	Deductible	Valuation	Cause of Loss
1	Business Personal Property	\$25,000	\$500	RC	Special
1	Business Income	\$25,000	N/A	N/A	N/A

GENERAL LIABILITY

Covered Location(s):

- 1 760 Route 10 West, Whippany, NJ 07981

Loc	Classification	Class Code
1	Background Investigations	AAAEX

LIMITS

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense Limit	\$5,000

Item B. OPTIONAL COVERAGES

1. ERRORS & OMISSIONS

LIMITS

General Aggregate Limit	Included
Each Wrongful Act Limit	Included

2. ACE PRIVATE EYE ENHANCEMENT ENDORSEMENTS

LIMITS

Property of Others in Your Care, Custody or Control	\$5,000 Occurrence/\$25,000 Aggregate
Miscellaneous Equipment	\$15,000
Computer Coverage	\$5,000
Lost Key Coverage	\$5,000

3. HIRED AND NON-OWNED AUTO

LIMITS

General Aggregate Limit	Not Covered
Each Occurrence Limit	Not Covered

4. DEFENSE AGAINST REGULATORY ACTION

LIMITS

Defense Cost Limit	\$50,000
--------------------	----------

5. ASSAULT & BATTERY

LIMITS

General Aggregate Limit	\$100,000
Each Occurrence Limit	\$50,000

6. RANGE FIREARMS TRAINING

LIMITS

General Aggregate Limit	Not Covered
Each Occurrence Limit	Not Covered

7. Cyber

LIMITS

Privacy Limit	Not Covered
Data Breach Limit	Not Covered

Item C. Forms attached at **Policy** issuance:

- ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement
- ALL-20887 (10/06) - Chubb Producer Compensation Practices & Policies
- ALL-39844 (02/13) - Chubb Group Of Compaines U.S. Privacy Notice
- BP0003 (07/13) - Businessowners Coverage Form
- BP0417 (01/01) - Employment-Related Practices Exclusion
- BP0430 (07/13) - Protective Safeguards
- BP0492 (07/02) - Total Pollution Exclusion
- BP0189 (08/07) - New Jersey Changes
- BP0472 (07/02) - New Jersey Changes – Coverage For Liability For Hazards Of Lead
- BP1207 (01/96) - New Jersey Changes – Loss Information
- CC-1K11h (03/14) - Signatures

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

**ATTACHMENT B1
(Stand-Alone Schedules Required with Proposal)**

**SCHEDULE E
(PROJECT CONSULTANT TEAM LISTING)**

**AND
SCHEDULE I
(SANCTUARY CITY CONTRACTING AND
INVESTMENT ORDINANCE)**

**AND
SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

**AND
SCHEDULE W
(BORDER WALL PROHIBITION FORM)**

An interactive version of the forms can be downloaded from Contracts 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

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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)

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

To be completed by prime consultants only.

**SCHEDULE E
PROJECT CONSULTANT TEAM LISTING**

NOTE:
The consultant herewith must list all subcontractants regardless of tier and their respective percentages of the project work. No other subcontractants, 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.

Company Name: *Stevens & Sons, LLC*
 Date: *8/24/20*
 Signed: *[Signature]*

 CITY OF OAKLAND
 OFFICE OF CONTRACT ADMINISTRATION

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
<i>AAA</i>										

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)

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



Schedule I

“Sanctuary City Contracting and Investment Ordinance”

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland.

Compliance must be established prior to full contract execution.

.....
I, (name) _____, the undersigned, _____ of
(Position/Title)

(Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term “data collection” includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City’s Project Manager and invoice reviewer or the City Administrator’s Office, Chief Privacy Officer if any of this Business Entity’s subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.

6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



PLEASE COMPLETE AND SIGN

- I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

or

- I declare that I understand Ordinance # 13540 C.MS. 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) (If applicable)

Contacts:
Office Phone: _____ Cell Phone: _____
email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____ Date _____
Authorized Representative

SCHEDULE I DB/DM 2019

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



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 _____



CITY OF OAKLAND | POLICE COMMISSION
250 FRANK H. OGAWA PLAZA, SUITE 6302 • OAKLAND, CA 94612

ATTENTION ALL BIDDERS

ADDENDUM NO. 1 to the
Contract Documents for
Request for Quotation 220523
for the

RFP- INVESTIGATION OF PROMOTIONAL AND HIRING PRACTICES AT OAKLAND POLICE DEPARTMENT

Date: August 18, 2020

**From: The Oakland Police Commission and the Department of Workplace and
Employment Standards (Previously the Contracts and Compliance Division)**

To: Prospective Bidders

1. This Addendum No. 1 forms a part of the Contract Documents and modifies the original Request for Proposal Documents.
2. Acknowledge receipt of Addendum No. 1 in the space below and attach this signed document to the Proposal.
3. The Submittal date **remains the same.** Proposals are due Monday, August 31, 2020 at 2:00 pm.
4. Please find the following questions and answers:
 - a. Q: Are there any active claims and/or litigation that proposers should be aware of?
A: No.
 - b. Q: Will proposers have access to all relevant data and personnel for interviews and analysis?
A: Yes.
 - c. Q: The RFP indicates that the scope of the investigation is to examine a subset of the allegations raised in the letter by the Oakland Black Officers Association (OBOA) in their open letter of March 15, 2019. Which of the specific allegations are included in the scope of the investigation?
A: The ones listed in the scope of the RFP.
 - d. Q: Will proposers be provided with all related data and relevant details related to the allegations in scope, including documents and data that is otherwise not publicly available?

A: Yes.

e. Q: Has a budget been allocated to this investigation? If so, what is the amount?

A: That budget is set by the contractor's bid. The maximum contract amount is \$150,000. Bidders may choose to bid lower than that

f. Q: Please clarify: What parties are ultimately responsible for approving the contract -- Police Commission, City Council, etc.?

A: Ultimately the Police Commission approves the final contractor.

g. Q: What documents (e.g. written applications, interview recordings, selection criteria and scoring, applicant data, selection data) will be available to the Contractor for completing the scope of services?

A: The Scope is negotiable between the contractor and the using agency. Schedule A - Scope of Service is the form that will be provided to the awarded contractor along with other contract documents. Different formats are acceptable if labeled as Scope of Service and attached to the attached Schedule A form.

h. Q: Please clarify: Will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) Is this in addition to the scope of work submitted in the initial bid?

A: Yes.

5. All Contractors working with or anticipate working with the City of Oakland must register through iSupplier at the following link <https://www.oaklandca.gov/services/register-with-isupplier> in order to receive Invitation to Bids for Construction and Professional Service projects, submit proposals, and invoice payments. If you have already registered via iSupplier, thank you in advance.

6. Once you have completed the process, please send an email to isupplier@oaklandca.gov with the RFP/Q name and/or RFQ number on the subject line and we will add you to the invitation list.

7. For questions regarding the following topics below:

- 1. iSupplier questions or requesting to receive an invitation to participate in a project, please send an email to isupplier@oaklandca.gov.
- 2. Project related questions, contact the Project Manager, Chrissie Love, CLove@Oaklandca.gov
- 3. Contract compliance questions, contact Vivian Inman at 510-238-6261.
- 4. Contract administration questions (e.g., planholders list, attachments, etc.) please call Paula Peav at 510-238-3190 or log on to the following website <https://www.oaklandca.gov/services/active-closed-opportunities>.

Chrissie Love

Chrissie Love, Project Manger

ADDENDUM NO. 1 ACKNOWLEDGED:

Signature of Bidder

Date

**CITY OF OAKLAND
CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS
SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED**

The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative, including (but not limited to) the following:

TASK

COMPLETION DATE

1.

2.

3.

4.

5.

Consultant:

(Please Print)

(Signature)

(Date)

City Representative:

(Please Print)

(Signature)

(Date)

** Must be attached to signed Agreement



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

City of Oakland

Investigation of Promotional and Hiring Practices at Oakland Police Department

RFP 220523

Due August 31, 2020 by 2:00 p.m.

Submitted August 31, 2020

**Proposal from the
Law Offices of Amy Oppenheimer
1442A Walnut Street, #234
Berkeley, CA 94709**

510-393-4212

amy@amyopp.com

www.amyopp.com



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Table of Contents

Transmittal Letter..... 3

Company Profile 4

Relevant Experience 5

Project Team and Personnel..... 7

Project Approach and Organization..... 16

References 18

Staff Functions and Anticipated Number of Hours per Investigation 19

Fees 20

Attachments 21

Exhibit 1: SBE Certification 22

Exhibit 2: CVs/Resumes 24

Exhibit 3: Schedule E - Project Consultant Team..... 62

Exhibit 4: Schedule I - Sanctuary City Contracting and Investment Ordinance 64

Exhibit 5: Schedule O - Campaign Contribution Limits..... 67

Exhibit 6: Schedule W – Border Wall Prohibition 69

Exhibit 7: Acknowledgment of Addendum No. 1 71



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Transmittal Letter

It is the mission of the Law Offices of Amy Oppenheimer to provide fair, timely, and thorough workplace investigations that are sensitive to the parties involved as well as the needs of the entity engaging us. Our office offers thoughtful, unbiased investigations into complaints ranging from discrimination, harassment, and retaliation, to whistleblowing, ethical, and disciplinary issues. We believe that our years of experience allow us to provide virtually any workplace investigative services that the City of Oakland may require.

Our investigators are each active members of the California Bar and, thus, eligible to conduct workplace investigations as attorneys, exempt from the Business & Professions Code § 7520, which requires a licensed private investigator. Eleven of our thirteen attorneys are also AWI-CH certified by the Association of Workplace Investigators.

Our core values include a dedication to being truly impartial, which means recognizing and confronting our own biases and not allowing bias to interfere with the outcomes of our investigations. It is also a priority for us that our work product is both excellent and reasonable. That is, we “right size” each investigation so that we are not spending hundreds of hours on an allegation of minor consequence. We believe that we can be fair and thorough while also making careful choices about what to pursue and how to pursue it. We take seriously that we are being paid with public funds and that our work should be reflective of that. We are committed to providing high quality services at a reasonable cost to the City.

Any questions related to this RFP can be directed to Cody Holtz, Office Manager. His email address is cody@amyopp.com and his telephone number is (720) 445-1251. Additionally, Amy Oppenheimer, Owner, is also available to answer any questions and is authorized to contractually bind the firm. Her email address is amy@amyopp.com and her telephone number is (510) 393-4212. The office address is 1442A Walnut Street, #234, Berkeley, CA 94709.

Sincerely,

Amy Oppenheimer



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Company Profile

Amy Oppenheimer opened a law office in Oakland in 1984 and, until 1992, focused on representing plaintiffs in employment discrimination suits, especially sexual harassment. In the last three years of that law practice, Amy became frustrated with the litigation process and began pivoting towards prevention of harassment and mediation of workplace disputes. In the early 1990s, Amy began performing workplace investigations of EEO complaints, providing training on harassment prevention, and providing training to HR professionals, on how to investigate claims of harassment.

In 1992, Amy began an almost twenty-year career working for the State of California as an Administrative Law Judge, hearing unemployment appeals in Oakland. During that time, she was given permission to work part-time as a judge while also performing impartial investigations for private and public entities, testifying as an expert witness about preventing and responding to workplace harassment, and training employers and employees about harassment, diversity, and bias.

At the end of 2011, Amy retired from her work for the State of California in order to launch a full-time investigations practice. Since then she has expanded her law office which now includes thirteen attorneys, including herself, two writers and an office manager.

The Law Offices of Amy Oppenheimer is a sole proprietorship and is certified as a small business with the California Department of General Services (certificate attached as Exhibit 1). We are located at 878 Spruce Street, Berkeley, CA 94707. The business mailing address is 1442A Walnut Street, #234, Berkeley, CA 94709. The main telephone number to the office is (510) 393-4212.

Beginning in 2021, the Law Offices of Amy Oppenheimer will become a partnership with two other attorneys currently on staff, Christina Ro-Connolly and Vida Thomas, and will be called Oppenheimer Investigations Group.

The office has not defaulted on an agreement in the past five years. The office is not involved in any pending litigation, liens, or claims, nor has it filed for bankruptcy in the past ten years. The office is financially stable and has the capacity and resources to conduct investigations for the City of Oakland.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Relevant Experience

Our office is currently comprised of eight full-time attorney investigators: Amy Oppenheimer, Christina Ro-Connolly, Vida Thomas, Zaneta Seidel, Fernando Flores, Kim DaSilva, Alezah Trigueros and Madeline Buitelaar. Five other attorneys, Ilona Turner, Anna Gehriger, Sandy Fu, Renee Jansen and Garrett Smith also conduct investigations for our office on an as-needed basis. This means our office will have thirteen attorneys available to provide investigative services to the City. Our team also includes two writers/editors, Ann Spivack and Peggy Nauts, who help us provide timely and well-written reports.

Our range of attorneys allows us to staff investigations at the appropriate level. For example, in cases involving City officials, we have attorneys with many years of experience who are adept at handling high-profile investigations. We also have newer attorney investigators who are very experienced in other areas of the legal field and able to do line-staff investigations, and often have more capacity to start an investigation immediately. When necessary or desirable we work in teams. Every report generated by our office is given a second review by a second attorney before being sent to the client. This helps ensure objectivity and lack of bias, as well as thoroughness and clarity in our investigative reports.

In addition, we understand that as investigators we interact with people of different races, genders, and sexual orientations, to name a few, and that interacting with people across cultural divides calls for heightened skills, sensitivities, and perspectives. We believe that the diversity of our team strengthens our ability to provide culturally competent investigations, as we are able to discuss our thoughts regarding an investigation with colleagues who may share different perspectives and help us expand our understanding.

Our investigators are each active members of the California Bar and, thus, eligible to conduct workplace investigations as attorneys, exempt from the Business & Professions Code § 7520, which requires a licensed private investigator. Eleven of our thirteen attorneys are also AWI-CH certified by the Association of Workplace Investigators.

Together, our office has performed hundreds of investigations – more than one-hundred investigations in both 2018 and 2019. About half of the investigations provided in those years have been for public entities, such as counties, cities, special districts, and school districts, including investigations of



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

allegations made by and against elected officials. Many of these investigations have involved Title IX, EEOC and DFEH complaints. Our office has also performed investigations involving police departments under the Public Safety Officers Procedural Bill of Rights (POBOR) and involving fire departments under the Firefighters Procedural Bill of Rights (FBOR).

More specifically, over the past six years our office has performed investigations similar to the scope of work described in this RFP for the following governmental operations:

1. City of Scott's Valley
2. Tulare County
3. City of Richmond
4. City of Oakland
5. City of Modesto
6. City of Kensington
7. City of Vallejo

Work performed for these entities is confidential and protected under the same attorney-client privilege given to all of our clients.

Regarding travel expenses and costs, our attorneys are located throughout the San Francisco Bay Area, Santa Cruz, and Sacramento. The geographic location of our investigators and the proximity to the primary interview site is an important consideration when assigning a case in order to minimize the costs to the client. We also conduct phone and video interviews when practical in order to further minimize travel costs, as discussed below.

Like all Americans, we have had to adjust the way we work to maintain compliance with local and state Shelter in Place orders to slow the spread of COVID-19. We have the technological capability to conduct investigation interviews via online videoconference using secured platforms that maintain confidentiality. We confirm ahead of time that each witness has sufficient online connectivity and is comfortable logging onto the online platform. Before and during the interview, we take steps to put the witness at ease while ensuring that privacy and confidentiality of the interview are maintained. For those investigation witnesses who do not have reliable online connectivity, we conduct interviews via telephone, again ensuring that the witness is comfortable and that privacy and confidentiality are maintained.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Project Team and Personnel

Amy Oppenheimer, AWI-CH, Managing Partner: *Principal in Charge, Project Manager, Lead*

Amy Oppenheimer has over 30 years of experience in employment law, as an attorney, investigator, arbitrator, mediator, and trainer for a large range of employers and employees - public and private, large and small - throughout the country. She is also a retired administrative law judge. Her areas of expertise include preventing workplace harassment and responding to allegations of harassment, investigating workplace harassment, discrimination, retaliation, whistleblower claims, diversity in the workplace, how unconscious bias impacts decision-making and other forms of workplace misconduct. Amy frequently does public speaking on these issues.

A trial qualified expert in State and Federal court, Amy has testified for both the plaintiff and the defense about employment practices in preventing, responding to and investigating workplace harassment.

Amy is also the author of numerous articles about harassment and discrimination, and is the co-author of *Investigating Workplace Harassment, How to be Fair, Thorough and Legal* (Society of Human Resource Management, 2003), one of the few books about the practice of investigations.

Amy is also the founder and past President of the Board of the Association of Workplace Investigators, Inc. (AWI). She is also the former Chair of the Executive Committee of the Labor and Employment Section of the State Bar of California and serves as an advisor to that committee. Amy is the former President of the Board of the Berkeley Dispute Resolution Services. Amy has received certificates from the Association of Title IX Administrators (ATIXA) and T9 Mastered to conduct Title IX investigations.

Christina J. Ro-Connolly, AWI-CH, Partner: *Project Manager, Lead*

Christina (Tina) Ro-Connolly has over a decade of labor and employment law experience. Tina joined the Law Offices of Amy Oppenheimer over two years ago after serving for 11 years at the Contra Costa County Counsel's Office, advising departments on labor and employment matters, including the Office of the Sheriff, the Probation Department, and the Fire Protection District. In addition, Tina conducted sexual harassment prevention trainings and workplace investigation trainings.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

For the past two years, Tina has handled over 40 investigations involving allegations of discrimination and harassment, allegations of abusive conduct, sexual misconduct, retaliation, and workplace misconduct. She has handled investigations against high-level executives and elected officials and has experience in both the public and private sectors.

Tina received her Juris Doctor from Loyola Law School, where she served on the Entertainment Law Review and was on the Dean's List, and received her Bachelor of Arts from the University of California, San Diego.

Tina is a member of the Executive Committee of the Labor and Employment Section of the State Bar of California, a graduate of the AWI's Training Institute for workplace investigators, and a frequent trainer and presenter on employment law matters.

Vida Thomas, AWI-CH, Partner: *Project Manager, Lead*

Vida Thomas has conducted well over 200 workplace investigations and is experienced in complying with Title IX, Title 5, the Public Safety Officers Procedural Bill of Rights, and the Firefighters Procedural Bill of Rights. She has considerable experience investigating matters within a union setting and is particularly adept at investigating complex matters involving high-profile employers and individuals. Vida frequently trains attorneys and human resources professionals on how to conduct legally effective workplace investigations.

Vida has practiced employment law for more than two decades, with years of experience in advising employers on all aspects of employment law and human resources management. She also serves as an expert witness in state and federal employment lawsuits, and mediates litigation and non-litigation matters. Vida assists parties and attorneys in resolving employment claims, including but not limited to harassment, discrimination, and retaliation claims; wrongful termination claims; failure to accommodate and statutory leave violations; whistleblowing claims; wage and hour violations; and invasion of privacy claims.

She has advised clients and conducted dozens of seminars on the Americans with Disabilities Act, the Family Medical Leave Act, employee drug testing and sexual harassment investigations.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Zaneta Butscher Seidel, AWI-CH, Attorney

Zaneta Butscher Seidel is an attorney with the Law Offices of Amy Oppenheimer. She conducts impartial investigations of employment complaints of alleged harassment, discrimination, retaliation, bullying and other workplace misconduct.

Zaneta began her legal career as a litigation associate in the New York office of Baker & McKenzie LLP, where she handled complex commercial litigation and international arbitration matters. After relocating home to the San Francisco Bay Area, Zaneta associated with a boutique litigation law firm in San Francisco, where for five years she advised and represented clients in complex civil litigation matters involving corporate disputes, data breach, franchise law, unfair competition, personal injury claims, environmental claims and Proposition 65 claims.

Zaneta earned her Bachelor's degree from the University of California, Los Angeles in 2003 and her JD from Columbia University School of Law in 2008. While at Columbia Law School, Zaneta served as staff editor for the Columbia Human Rights Law Review and interned with the United Nations High Commissioner for Refugees in Geneva, Switzerland.

Zaneta is a member of the California and New York state bars, a sustaining member of AWI, a graduate of the AWI's Training Institute for Workplace Investigators, and an AWI Certificate Holder (AWI-CH).

Fernando Flores, AWI-CH, Attorney

Fernando Flores has more than a decade of labor law experience. Prior to joining the Law Offices of Amy Oppenheimer, Fernando worked as a litigator and trial and appellate lawyer for California's Labor Commissioner. As the Director of the WageHELP program within Legal Aid, Fernando represented hundreds of workers in the hotel, security guard, housekeeping, garment, construction, and janitorial services, among others. Fernando also has worked in private practice in San Francisco and for non-profits in Oakland and Los Angeles. In addition, Fernando brings expertise in training and stress-management coaching through his iMATTER NOW program. Fernando is also the author of *The Essential Guide to Passing the California Bar*.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Fernando received his Juris Doctor from the University of California, Davis School of Law in 2007. He received his Bachelor of Arts from the University of California at Berkeley.

Fernando is available to conduct investigations or trainings in English or Spanish.

Alezah Trigueros, AWI-CH, Attorney

Alezah Trigueros is an attorney who has been conducting impartial workplace investigations with the Law Offices of Amy Oppenheimer since 2014. She received her Juris Doctor from the Indiana University Maurer School of Law and her Bachelor's degree in history from the University of California, Santa Cruz.

Her prior legal work includes working as a Law Clerk and Decision Writer for the Social Security Administration Office of Disability Adjudication and Review where she made preliminary disability determinations for applicants appealing their benefit denials by conducting investigations.

Alezah also served as an editor for the Indiana Journal of Global Legal Studies, and worked at the U.S. Department of Energy Office for Labor and Pension Law where she put in place a system that enabled the attorneys in her office to provide quick, consistent responses to employment law inquiries.

Alezah is a sustaining member of the Association of Workplace Investigators (AWI), completed AWI's Training Institute for Workplace Investigators in 2015, is an AWI Certificate Holder (AWI-CH), and is Convener of the San Francisco Bay Area AWI Local Circle. Alezah has also received certificates from the Association of Title IX Administrators (ATIXA) and T9 Mastered to conduct Title IX investigations.

Kim DaSilva, AWI-CH, Attorney

Kim DaSilva conducts impartial workplace investigations of alleged misconduct for public and private sector employers. Prior to joining the Law Offices of Amy Oppenheimer, Kim worked as an attorney for more than a decade with the State of California's judicial branch, providing subject matter expertise to courts statewide, advising the branch on proposed and pending legislation, and developing educational resources for trial judges. She also worked for the State Bar of California on its 2019 legislative agenda.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Kim also represented habeas petitioners for seven years, conducting complex capital investigation in multiple states and drafting voluminous state habeas petitions and a federal exhaustion petition. She also received extensive informal and formal training on habeas investigations.

In addition to her work as an attorney, Kim has served as Vice-Chair of the City of Berkeley's Police Review Commission and acted as a volunteer consultant for the Office of the Inspector General in the Oakland Police Department.

Kim holds a certificate in conflict mediation from UC Extension and is a sustaining member of the Association of Workplace Investigators.

She holds Bachelor's degree in Philosophy from Bryn Mawr College and a Juris Doctorate from the University of California, Hastings College of the Law.

Madeline Buitelaar, AWI-CH, Attorney

Madeline Buitelaar conducts impartial workplace investigations with the Law Offices of Amy Oppenheimer. She received her Juris Doctor from the University of California, Hastings College of the Law and her Bachelor's degree in Political Science from Johns Hopkins University.

Prior to law school, Madeline assessed a range of cases at the Office for Civil Rights, Department of Education, Region III in Philadelphia where she focused on Title IX and Title VII complaints for educational institutions in middle schools, high schools, and universities.

During law school, Madeline was a law clerk at the San Francisco District Attorney's Office in the Sexual Assault Unit. She also mediated cases in the Superior Court of San Francisco in the Small Claims division. Madeline gained experience working with an editor of *Regulation and Governance* reviewing and managing submissions to the journal. In 2019, Madeline published a research article on corporate social responsibility entitled, *Cui Bono? Assessing Community Engagement in San Francisco Community Benefit Agreements* in the journal *Societies*.

Madeline is a member of the bar in California. She is also a member of the Association of Workplace Investigators.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Ilona Turner, AWI-CH, Of Counsel

Ilona Turner is a lawyer, mediator, and arbitrator, and conducts impartial workplace investigations, mediations, and trainings with the Law Offices of Amy Oppenheimer.

Ilona has extensive experience with labor and employment law and Title IX, having spent 12 years litigating civil rights cases. She was the legal director for the national Transgender Law Center from 2012 to 2017. Prior to that she was a staff attorney at the National Center for Lesbian Rights and an associate at the labor law firm of Cohen, Weiss and Simon in New York. She has also worked for the California State Assembly and as a lobbyist for Equality California.

Ilona received her J.D. in 2006 from U.C. Berkeley, where she was managing editor of the California Law Review, and received her B.A. in 2000 from U.C. Santa Cruz. She has authored numerous articles and book chapters on sex discrimination and LGBT legal issues and is regularly invited to speak on those topics at bar associations, conferences, and law schools. She is a member of the bar in California and New York.

Anna Gehriger, AWI-CH, Of Counsel

Anna Gehriger is an attorney with the Law Offices of Amy Oppenheimer, where she conducts confidential workplace investigations for private and public entities. Prior to joining the Law Offices of Amy Oppenheimer, Anna guided employers, in-house counsel and single plaintiffs in all phases of state and federal litigation, in claims before the Department of Fair Employment and Housing (DFEH), the Equal Employment Opportunity Commission (EEOC) and discrimination claims (Labor code 132a) before the Workers Compensation Appeals Board (WCAB). Anna also successfully handled appeals, mediations (English and Spanish), investigations of pre-litigated claims, and advised clients regarding preventative measures with multi-cultural competence.

Anna is a member of the Association of Workplace Investigators. Anna is also an active volunteer in the legal community. As a member of the Bar Association of San Francisco (BASF), she served as an officer on the Barristers' Board of Directors (Secretary, and Diversity Co-Chair). She also oversaw 70 minority attorney interviews and compiled related data for BASF's anniversary publication of its "Goals



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

and Timetables in Hiring, Retention & Advancement of Minority Attorneys". Anna also co-organized California Minority Counsel Program's 25th anniversary annual conference.

Anna is available to conduct investigations and trainings in English or Spanish.

Sandy Fu, Of Counsel

Sandy Fu is an attorney who conducts neutral workplace investigations for public and private sector employers. She is a member of the California bar and the Association of Workplace Investigators.

Prior to joining the Law Offices of Amy Oppenheimer, Sandy conducted impartial workplace investigations for public utilities and technology giants in the Silicon Valley. She routinely handled issues involving unions, contingent workers, and protected leaves. Sandy has conducted over 30 investigations involving allegations of discrimination based on race, gender, and disability, as well as allegations of retaliation, bullying, sexual harassment, sexual assault, and other misconduct.

In addition to her investigative work, Sandy supports Asian-American attorneys through membership in the National Asian Pacific American Bar Association (NAPABA) and the Asian Pacific American Bar Association of Silicon Valley. She graduated from NAPABA's inaugural Leadership Advancement Program for mid-career attorneys.

Sandy earned her Bachelor's from Harvard, where she minored in Psychology and studied abroad in Florence, Italy. She earned her Juris Doctor from UCLA, where she served as an extern for Federal District Court Judge Whyte. That work involved drafting decisions on Social Security appeals and criminal procedure cases. Sandy began her legal career as a corporate associate in the Palo Alto office of Pillsbury, working with start-up, venture-backed, and publicly traded companies on mergers and acquisitions and other transactional matters.

Sandy also worked as in-house counsel for Adobe Systems, Inc. for five years, where she was responsible for negotiating complex software licensing deals. While at Adobe, she discovered her interest in employee relations and began pivoting her career toward workplace investigations.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Renee Jansen, AWI-CH, Of Counsel

Renee Jansen conducts impartial workplace investigations with the Law Offices of Amy Oppenheimer. She is a graduate of the AWI Training Institute for Workplace Investigators.

Prior to joining the Law Offices of Amy Oppenheimer, Renee was a management consultant helping clients collaborate more effectively – both internally and with alliance partners. Often this involved assessing challenges due to different organizational cultures, operating models and behavioral skills for negotiation and managing partisan perceptions.

Renee started her legal career at Pillsbury Winthrop, focusing on diverse commercial litigation, which included white-collar criminal defense cases and a Prop 65 trial.

She received her Juris Doctor from the University of California, Berkeley School of Law and her Bachelor's degree in Political Science from Rutgers University.

Garrett Smith, Of Counsel

Garrett Smith graduated Magna Cum Laude from the University of California, Hastings College of the Law and received his Bachelor's degree in English, with a Minor in Business Administration, from the University of Oregon.

During law school, Garrett volunteered at wage claim clinics with Legal Aid at Work and co-represented a plaintiff during her employer's California Labor Code section 98.2 appeal. He also clerked at a small defense firm and researched the effectiveness of legislation on auditor bias as a professor's research assistant. Garrett was a senior editor for two Hastings law journals – the Hastings Women's Law Journal and the Hastings Business Law Journal. In addition, he was on a Moot Court team and the Internal Vice President of Outlaw, a LGBT student group.

Garrett is a member of the California bar.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Ann Spivack, AWI-CH, Writer/Copyeditor

Ann Spivack provides support for workplace investigations at the Law Offices of Amy Oppenheimer by writing and editing reports. Ann is a member of the Association of Workplace Investigators (AWI), completed AWI's Training Institute for Workplace Investigators in 2017, and is an AWI Certificate Holder (AWI-CH).

Ann was a journalist as well as an editor for McGraw-Hill and a writer and editor for the San Francisco Medical Research Institute (currently CPMC Research Institute). She has worked for the *San Francisco Chronicle*, co-authored eight books, and won a James Beard Award for *The Essence of Chocolate*. She also has done volunteer work for the American Himalayan Foundation, San Francisco Suicide Prevention, and Youth at Risk in Oakland.

CVs/Resumes Attached as Exhibit 2



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Project Approach and Organization

Amy Oppenheimer will be the primary contact for the City and shall acknowledge receipt of an assignment within 24 hours. At this point, Amy will request a brief verbal description of the complaint; names and contact information for the primary parties, witnesses, and supervisors; and copies of all written documentation, policies, complaint and response letters, emails, etc. that are relevant to the allegations of the complaint. Upon immediate review of preliminary material, Amy will inform the City if there are any conflicts of interest and, if not, will assign the case to either herself or a member of her team. Amy will then contact the City with that information.

At this point, the scope of the investigation required by the City should be determined. Scheduling will begin within 48 hours of completion of review for conflicts, a determination of the scope, and the provision of foundational documents. We will work through the City Human Resources Director or Departmental Representative to locate suitable interview sites, obtain relevant documents, and arrange for interviews. The City will be responsible for notifying parties and witnesses about the investigative interviews.

After gathering factual background information, investigations almost always begin with an interview of the complaining party, in order to assure that the scope and the complaint are aligned. If there is a difference between the anticipated scope and the information provided by the complainant(s), we will go back to the City contact to further determine the appropriate scope.

It is then customary to interview the respondent(s) and other witnesses, including internal and external stakeholders. The order of interviews depends upon the facts of the investigation and the availability of the parties. Typically, interviews of significant parties and witnesses will be conducted in person whenever possible; however, less significant witnesses may be interviewed over the phone or video conference (though in the midst of the COVID-19 pandemic, we are conducting interviews exclusively over video conference). Respondents are informed of the allegations made and provided an opportunity to respond to each allegation. Parties and witnesses are asked to provide relevant documents, which are reviewed and included in the investigative report when determined to be germane. At times, follow-up interviews are necessary. If they are brief, they may be done by telephone or video conference.

The investigator will begin each interview by explaining his or her role as a fact finder, the City's confidentiality expectations, the prohibition against retaliation, the requirement for truthfulness, and the duty to cooperate. Interviews are typically conducted at a location comfortable for each witness, usually a City



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

office or conference room space, but while shelter-in-place orders are in effect, we are interviewing exclusively over video conference, with limited exceptions. Interviews may be recorded at the request of the City. In such cases, the Law Offices of Amy Oppenheimer will provide the City with the interview recordings. The investigators always take hand-written or typed notes of the interviews, regardless of whether the interview is recorded.

We endeavor to complete interviews as soon as is practical and continue to gather documents until the evidence-gathering phase is complete. Depending upon the complexity of the matter and witness availability, this can take anywhere from one to six weeks. We will usually have a draft report to the City no more than two weeks following the last interview or receipt of a critical document and are usually able to provide a final report within 48 hours of the City's response to the draft. We will work on each investigation diligently and without delay, and should any issue arise that hinders the expeditious handling of the matter, we will contact the City representative.

Our office always prepares written reports of our investigations. Lengthy reports may call for an executive summary, at the City's request. Our reports set out the background of the complaint, a summary of the allegations, the witnesses interviewed, the documents reviewed, responses to the allegations and other witness information. Documents may be attached as exhibits.

In our reports we make factual findings as to what occurred and, if requested, findings as to whether a violation of a policy has or has not occurred. We generally do not make legal findings. If we are asked to make recommendations, we generally do so in a format other than the report.

Our office will provide a draft report to the City for review before finalizing, to ensure that the reports covers what the City expected and is clear. We will make changes to the draft report for clarity but will not change our ultimate findings.

If requested, our office will give a public presentation to the Police Commission at the conclusion of the investigation, detailing the factual findings of our investigation and what impact race had in the Oakland Police Department's promotional and hiring practices.

Our office does not typically interface with City staff (other than those involved in the investigation) or the community. However, we are open to assisting the needs of the City of Oakland in this regard and are willing to discuss this issue further.



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

References

1. Tony McFarlane
City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066
Phone: (831) 440-5615
Relationship: Client Contact

2. Jennifer M. Flores
Tulare County
2900 West Burrel Avenue
Visalia, California 93291
Phone: (559) 636-4950
Relationship: Client Contact

3. Daniel E. Keen
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590
Phone: (707) 648-4576
Relationship: Client Contact

4. Heather Irwin
Gordon Rees Scully Mansukhani, LLP
275 Battery Street
Suite 2000
San Francisco, CA 94111
Phone: (415) 875-4233
Relationship: Client Contact

5. Louis T. Lozano
Lozano Smith
4 Lower Ragsdale Dr., Suite 200
Monterey, CA 93940-5728
Phone: (831) 646-1501
Relationship: Client Contact



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Staff Functions and Anticipated Number of Hours per Investigation

Staff	Function	Estimated # of Hours per Case*
Amy Oppenheimer, Managing Partner	Principal/ Project Manager	1 – 3 Hours
Tina Ro-Connolly, Partner Vida Thomas, Partner	Project Manager	3 – 7 Hours
Zaneta Seidel, Attorney Alezah Trigueros, Attorney Fernando Flores, Attorney Ilona Turner, Of Counsel Anna Gehriger, Of Counsel Sandy Fu, Of Counsel	Investigations/ Project Professional	50 – 70 Hours
Kim DaSilva, Attorney Madeline Buitelaar, Attorney Renee Jansen, Of Counsel Garrett Smith, Of Counsel	Investigations/ Project Professional	50 – 70 Hours
Writer/Editor/Interns	Project Professional	5 – 15 Hours

*Generally, only one staff member per category will work on an investigation (partners will perform review/supervision, one attorney will be the lead investigator who performs the majority of the work like interviewing and writing the report, writers will assist in writing the report and copy-editing).



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Fees

Staff	Hourly Rate
Amy Oppenheimer – Managing Partner	\$445/hour
Tina Ro-Connolly – Partner Vida Thomas – Partner	\$395/hour
Zaneta Seidel, Attorney Aleza Trigueros, Attorney Fernando Flores, Attorney Ilona Turner, Of Counsel Anna Gehriger, Of Counsel Sandy Fu, Of Counsel	\$345/hour
Kim DaSilva, Attorney Madeline Buitelaar, Attorney Renee Jansen, Of Counsel Garrett Smith, Of Counsel	\$295/hour
Ann Spivack – Writer/Editor Peggy Nauts – Writer/Editor	\$195/hour
Student Interns	\$125/hour
Supervision/Substantive Edit Rate (Amy Oppenheimer, Tina Ro-Connolly and Vida Thomas)	\$395/hour



Attorney-at-Law

Workplace Investigations • Training • Mediation • Arbitration • Case Consultation & Testimony

Attachments

Exhibit 1: SBE Certification

Exhibit 2: CVs/Resumes

Exhibit 3: Schedule E - Project Consultant Team

Exhibit 4: Schedule I - Sanctuary City Contracting and Investment Ordinance

Exhibit 5: Schedule O - Campaign Contribution Limits

Exhibit 6: Schedule W – Border Wall Prohibition

Exhibit 7: Acknowledgment of Addendum No. 1

Exhibit 1

Printed on: 4/22/2020 3:42:56 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 2017595**Legal Business Name:**

Amy Oppenheimer

Doing Business As (DBA) Name 1:

Law Offices of Amy Oppenheimer

Doing Business As (DBA) Name 2:**Address:**

1442A Walnut Street, #234

CA

Berkeley

CA 94709

Email Address:

amy@amyopp.com

Business Web Page:

www.amyopp.com

Business Phone Number:

510/393-4212

Business Fax Number:**Business Types:**

Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/22/2020	04/30/2022

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

City of Oakland

RFP 220523 – Investigation of Promotional and
Hiring Practices at Oakland Police Department

Submitted: August 31, 2020

Due Date: August 31, 2020 by 2:00 p.m.

Exhibit 2

Amy Oppenheimer
1442 A Walnut Street, #234
Berkeley, CA 94709
(510) 393-4212
amy@amyopp.com

PROFESSIONAL EXPERIENCE

Law Offices of Amy Oppenheimer: 1996 to present – Law Office dedicated to investigating and mediating complaints of discrimination, harassment and/or retaliation in the workplace, investigating Title IX complaints and providing expert witness testimony regarding preventing and responding to workplace complaints.

Advisor, Berkeley Comparative Equality Anti-Discrimination Law Study Group: 2018 to present.

Founder and Past President of the Board: California Association of Workplace Investigators (CAOWI), now Association of Workplace Investigators (AWI) - 2009 – 2012. Member of the Board 2009 – 2016.

Member, DFEH Statewide Task Force on the Prevention of Sexual Harassment in the Workplace: 2016 to present.

Administrative Law Judge (retired), California Unemployment Insurance Appeals Board (CUIAB) – 1992 – 2011.

Executive Committee of Labor and Employment Section of the State Bar of California: (2008 – 2019 Member of the advisory committee; advisor to executive committee 2011 to 2019; Chair – October 2015 – October 2016).

Committee Member, ASIS International Standard on Investigations (Inv.1-2015) approved July 28, 2015.

Arbitrator: American Arbitration Association - 1989 – 2004; The International Commission on Holocaust Era Insurance Claims Tribunal - 2003 – 2006.

Mediator: Berkeley Dispute Resolution Services - 1989 – 2003; American Arb. Assn. - 1996 – 2004; Alameda County Bar Association - 1996 – 1999; Equal Employment Opportunity Commission - 2001 – 2006; United States Postal Service REDRESS program - 1998 – 2003.

Board President and Member of the Board: Berkeley Dispute Resolution Services - 1992 – 1995.

Senior Consultant: Anderson-Davis, Inc. Provided training to businesses on how to recognize, prevent and investigate sexual harassment. 1992 – 1996.

Partner, Levy & Oppenheimer, Oakland, California. 1984 – 1992. Law practice that specialized in litigating sexual harassment and employment discrimination.

Judge Pro Tem: Alameda County Municipal Courts - 1989 – 1992.

EEO Investigator: Delany, Siegel, Zorn & Associates - Investigated complaints of employment discrimination within the federal government - 1986 – 1990.

Staff Attorney: Legal Services of Northern Virginia Inc., Manassas, Virginia. 1982 – 1984.

Reginald Heber Smith Fellow (REGGIE): Virginia. 1980 – 1981.

EDUCATION

Juris Doctor, 1980, University of California, Davis.

B.A., 1975, University of California, Berkeley, with Great Distinction; *Phi Beta Kappa*.

MEMBER

California Bar (active); Virginia and District of Columbia Bar (inactive).

CERTIFICATES

Title IX Investigator

T9 Mastered, February 2016 and ATIXA (Association of Title IX Administrators) - March 2015 – March 2017.

Association of Workplace Investigations, Workplace Investigations Institute (AWI-CH).

PUBLICATIONS

Guidelines for Responding to Sexual Harassment in the Workplace: An Update, California Labor & Employment Law Review, Volume 32, No. 2, March 2018.

How Arbitrators and Advocates Can Understand and Avoid Unconscious Bias and Stereotyping, Arbitration 2015, Privacy, Transparency, Legitimacy, Proceedings of the Sixty-Eight Annual Meeting, National Academy of Arbitrations, BNA 2016.

Unconscious Biases: What We Don't Know Can Hurt Us – and Others, California Labor & Employment Law Review, Volume 29, No. 6, November 2015.

Understanding and Eliminating Bias in Investigations, CAOWI Quarterly, Vol 2 No. 1 and 2, 2011.

Investigating Workplace Harassment and Discrimination, Employee Relations Law Journal, Vol. 29, No. 4, Spring 2004.

The Do's and Don'ts of Investigating Workplace Harassment, PIHRA Scope, Professionals in Human Resources Association, February 2004.

Experts May Testify on Harassment Policies and Procedures of Employer, San Francisco Daily Journal, December 11, 2003.

Using Liability Experts in Sexual Harassment Cases, Sexual Harassment Litigation Reporter, Volume 9, Issue 10, October 2003.

Making the Best Use of Liability Experts in Discrimination and Harassment Litigation, Employment Litigation Reporter, Volume 18, Issue 5, October 14, 2003.

Investigating Workplace Harassment: Ten Steps to Success, You and the Law Newsletter, October 2002.

Investigating Workplace Harassment: How to Be Fair, Thorough, and Legal, by Amy Oppenheimer and Craig Pratt, Society of Human Resource Management, 2002.

"*The Aftermath of Faragher and Ellerth - The Impact on Pre-trial Discovery and the Use of Liability Experts in Sexual Harassment Cases*", Conference materials NELA Convention, June 2000.

"*Employment Discrimination and Harassment*", Chapter 40B of California Torts, Levy, Golden & Sacks, Editors, Matthew Bender & Co., September 1999.

"*Liability Lesson: The Use of an Employment expert In Sexual Harassment Cases can help Jurors Understand the Reasonableness of Investigatory Processes*", Los Angeles Daily Journal and San Francisco Daily Journal, May 21, 1999.

Contributed to "*Investigating Sexual Harassment: A Practical Guide to Resolving Complaints*", published by Thompson Publishing Group, Washington D.C., 1998.

"*She Said, They Said – To protect themselves from liability for sexual harassment, employers should examine the numerous legal guidelines*", California Law Business, Supplement to the Los Angeles Daily Journal and San Francisco Daily Journal, March 9, 1998.

"*Ounce of Prevention – An employer's sexual harassment policies and practices are more important than ever*. Good policies, particularly those involving internal investigations, can avert problems and lawsuits, San Francisco Daily Journal, Employment Law Update, April 16, 1998.

"*Working it Out: Using Mediation to Resolve Harassment Complaints*", San Francisco Daily Journal, August 9, 1995.

Contributing author to *Intent vs. Impact: How to Effectively Manage Sexual Harassment Investigations*, Published by Bureau of National Affairs Communications, 1992.

Contributed to *Sexual Harassment in the Workplace*; an interactive training and testing CD-ROM, Media Code, 1994, as an expert.

PUBLIC SPEAKING AND TRAINING (partial list)

Conducting a Workplace Investigation: What Lawyers Need to Know, American Law Institute, Webinar, August 14, 2019.

Faculty, Association of Workplace Investigators Training Institute, every year from inception (2012) to the present.

Supporting Transgender Employees – Legal Update and Practical Guidance for Creating Inclusive Workplaces, California Lawyers Association 2019 Annual Meeting of the CA Tax Bar and the CA Tax Policy Conference, Moderator, July 18, 2019.

Comparing Workplace Harassment Investigation in the U.S., Canada, Australia, Ireland and New Zealand, Berkeley Comparative Equality and Anti-Discrimination Law Study Group Annual Conference, Stockholm, Sweden, June 18, 2019.

The Worldwide #MeToo Movement: Global Resistance to Sexual Harassment, Berkeley Comparative Equality and Anti-Discrimination Law Study Group Annual Conference, Stockholm, Sweden, June 17, 2019.

Unconscious Bias and the Legal Profession, Training provided by the Law Offices of Amy Oppenheimer, Oakland, May 31, 2019.

Preventing and Responding to Workplace Harassment (AB1825), Training provided by the Law Offices of Amy Oppenheimer, Oakland, May 31, 2019.

Gender in the Workplace: How Implicit Bias Impacts Women's Advancement and How to Counteract It, American Law Institute, Webinar, May 16, 2019.

Due Process: What Process is Due to Complainants and Respondents? Moderator, Worldwide #MeToo Conference, UC – Berkeley Law, May 14, 2019.

Workplace Investigations: A Global Comparison, Worldwide #MeToo Conference, UC – Berkeley Law, May 14, 2019.

Unconscious Bias and the Legal Profession, Northern California Bankruptcy Conference, Sacramento, March 7, 2019.

Unconscious Bias and the Legal Profession, California Lawyers Association Intellectual Property Law Section's 43rd Annual IP Institute, November 8, 2018.

Sexual Harassment: A March through the Decades – From the 1950's to Now, AWI Annual Conference, October 13, 2018.

Sexual Harassment Law After #MeToo, California Lawyers Association Annual Meeting, September 15, 2018.

Workplace Investigations in the Age of #MeToo, Continuing Legal Education, Bar Association of San Francisco, August 14, 2018.

The Aftermath of #MeToo in the Workplace, with Chaya Mandelbaum, Commonwealth Club of San Francisco, August 8, 2018.

Impact of #MeToo and #TimesUp on Policies and Investigations, Keynote Speaker, Continuing Legal Education International, Workplace Investigations, April 23, 2018.

Breaking Barriers: Building Diversity in the Tech Industry, Moderator, California Lawyers Association, Labor & Employment Annual Meeting and Annual Public Sector Conference, April 12, 2018.

Workplace Investigations, California Lawyers Association, Labor and Employment Law Section, Employment Law 101 – Fundamental for the New Employment Law Lawyer, March 15, 2018.

Understanding and Eliminating Unconscious Bias in the Legal Profession, University of the Pacific, McGeorge School of Law Annual MCLE Program, January 20, 2018.

Tough, Tougher, Toughest: Navigating Difficult Situations in Interviews, CALPELRA Annual Training Conference, December 7, 2017.

Internal Investigations of Employee Complaints and Misconduct: Avoiding Costly Missteps, Strafford Publication webinar, December 6, 2017.

The DFEH New Workplace Harassment Guide and Other Sources of Guidance for Investigators, with Kevin Kish, AWI Annual Conference, October 6, 2017.

DFEH's Workplace Harassment Guide, State Bar of California, Labor & Employment Section, Webinar, September 5, 2017.

Courtroom Bias, Annual SAFE (Scientific Association of Forensic Examiners) Conference, August 2017.

Using Expert Witnesses to Win Employment Cases, State Bar of California, San Francisco, August 2017.

DFEH's Workplace Harassment Guide, State Bar of California, Labor & Employment Section's Annual Conference, July 14, 2017, Los Angeles.

Interviewing: The Good, the Bad and the Ugly – New Approaches for New Challenges, AWI Annual Conference, November 2016.

Managing Unconscious Bias, ABTL Leadership Development Committee Program, October 2016.

Across the Divide: Building Cultural Competency & Combatting Bias, State Bar of California 89th Annual Meeting, September 2016.

How to Win Harassment, Discrimination & Punitive Damage Claims Without an HR Expert, NELA#16 (National Employment Lawyers Association 16th Annual Conference) Los Angeles, California, June 2016.

From Promise to Practice: New Perspectives on Diversity, Labor & Employment Section of the State Bar of California Public Sector Conference, Berkeley, California, April 2016.

Workplace Investigations That Hold Up in Court, Northern California Human Resources Association HR West Conference, Oakland, California, March 2016.

Avoiding Costly Missteps in Internal Workplace Investigations: Guidance for Employers from Recent Court Decisions, Webinar Presented by Strafford, December 2015.

Across the Divide, Cultural Competency and Interviewing People Different from Ourselves, AWI annual conference, Los Angeles, California, November 2015.

Workplace Investigations Basics, Association of Workplace Investigators, Oakland, April 14, 2015, May 26, 2015, June 14, 2016 and April 13, 2017.

How Arbitrators and Advocates Can Understand and Avoid Unconscious Bias & Stereotyping, National Academy of Arbitrators Annual Meeting, San Francisco, May 2015.

Ethical Issues for Attorneys Conducting Workplace Investigations in the Public Sector, California State Bar Labor & Employment Section Public Sector Conference, Berkeley, April 24, 2015.

Workplace Investigations Basics, Association of Workplace Investigators, Oakland, April 14, 2015.
Nuts & Bolts of an Employment Practice for New Employment Lawyers, State Bar of California, Labor and Employment Law Section, January 16 (San Francisco) and January 30 (Los Angeles), 2015.

Interviewing, The First Ninety Seconds and Beyond, CALPELRA Annual Conference, Monterey, California, November 19, 2014.

Interviewing, The First Ninety Seconds and Beyond, Association of Workplace Investigators, Annual Conference, November 14, 2014.

Investigating Complaints of Retaliation – Tips for Minimizing Claims and Litigation, California Association of Joint Powers Authorities, November 2014.

Attacking and Defending the Workplace Investigation During Litigation, State Bar of California 87th Annual Meeting, September 2014.

Recognizing and Eliminating Unconscious Biases in Employment Law, State Bar of California 87th Annual Meeting, September 2014.

Workplace Investigations: The Good, The Bad & The Ugly, State Bar of California 87th Annual Meeting, September 2014.

Using Liability Experts in Employment Discrimination Cases, California Young Lawyers and the State Bar of California Labor & Employment Section, webinar, May 8, 2014, LexVid webinar September 2014.

Hot Issues in Workplace Investigations: A plaintiff, Defense and Investigator's Perspective, moderator, the State Bar of California Labor and Employment Law Section, Annual Conference, April 25, 2014.

The Law & Practice of Workplace Investigations, California Young Lawyers and the Labor & Employment Section of the California State Bar, webinar, April 8, 2014. LexVid webinar September 2014.

Workplace Investigations Basics, Association of Workplace Investigators, Seattle, April 1, 2014.

Understanding and Eliminating Implicit Bias in the Legal Profession, Pupilage Group Inn of Court Presentation, March 12, 2014.

Nuts & Bolts of an Employment Practice for New Employment Lawyers, State Bar of California, Labor and Employment Law Section, January 24 and January 17, 2014.

Understanding and Eliminating Unconscious Bias in the Legal Profession, Webinar, LexVid, December 6, 2013.

Understanding Unconscious Biases: What They Are, How They Impact Our Decisions, And How to Eliminate Them in the HR And Legal Professions, CALPELRA Annual Conference, Monterey, California, November 21, 2013.

Investigator as Deponent – How to Nail Your Deposition Testimony, Association of Workplace Investigators, Annual Conference, October 24, 2013.

Ground Zero in Workplace Investigations: Advanced Interview Techniques, ACHRO/EEO Fall 2013 Institute, October 17, 2013.

The Science of Unconscious Biases and Its Impact on EEOC Investigations & Determinations, EEOC 2013 EXCEL Training Conference, Denver, August 2013.

Is the Neutral Really Neutral? How Unconscious Biases Impact Mediators and Mediations Without Anyone Realizing It, EEOC 2013 Conference, Advanced Mediation Track, Denver, August 2013.

Eliminating Bias in Workplace Investigations, Webinar, i-Sight, July 31, 2013.

Equal Employment Opportunity Commission, Speech, Monterey TAPS, June 20, 2013.

Workplace Investigations Basics, Association of Workplace Investigators, Los Angeles, April 25, 2013.

How to Spot a Liar AND How Not To: The Scoop on Making Credibility Determinations, NCHRA Annual Conference - HR West, April 22, 2013.

The Standard of Care for a Workplace Investigation, The Labor & Employment Law Section of The State Bar of California, April 12, 2013.

Understanding Unconscious Biases: What They Are, How They Impact Our Decisions, And How To Eliminate Them in The HR And Legal Professions, CALPELRA Annual Conference, Monterey, CA, December 2012.

Core Faculty, Association of Workplace Investigators Training Institute, San Diego June 2012, Santa Barbara February 2013, Oxnard February 2014.

Nuts & Bolts of an Employment Practice for New Employment Lawyers, State Bar of California, Labor and Employment Law Section, Los Angeles, moderator, June 7, 2012.

The "Good Enough" Investigation: How to Meet Standards While Controlling Costs, Association of Workplace Investigators, webinar, May 2012.

What are Unconscious Biases and Why Should HR Professionals Care? NCHRA Annual Conference (HR West), South San Francisco, April 2012.

Workplace Investigation Basics, Association of Workplace Investigator, Los Angeles, March 2012.

He Said, She Said, Making Credibility Determinations in Investigations, Sexual Harassment Advisors Spring Luncheon, Stanford University, February 2012.

Use of Liability Experts in Harassment Litigation, The State Bar of California 29th Labor and Employment Law Section Annual Meeting, October 2011.

Workplace Investigations on Trial: Can an Investigation Make or Break Your Case? The State Bar of California 84th Annual Meeting, September 2011.

Mock Investigation, One day training for California Association of Workplace Investigators, Los Angeles, Oakland and Sacramento, July 2011.

Third Rail Issues (EEOC Conflicts No One Wants to Touch), EEOC TAPS Seminar, June 2011.
Understanding and Eliminating Bias in Investigations, Sexual Harassment Advisors Spring Luncheon, Stanford University, May 2011.

Conducting Workplace Investigations, Two-day training, Northern California Human Resources Association, March 2011, 2012, 2013 and 2014.

What are Cognitive Biases? And How do They Impact Our Work as Employment Attorneys, Mediators, Investigators & Decision Makers? And How do we Eliminate Bias in the Legal Profession? Webinar, State Bar of California, Labor and Employment Section, February 2011.

The Basics of Investigating Workplace Complaints of Harassment, Discrimination and Retaliation, Labor and Employment Section of the State Bar of California, January 2011.

Litigating A Disability Discrimination Case – From Intake to Trial, State Bar Of California 28th Labor and Employment Law Section Annual Meeting, October 2010.

The Psychology of Bias: Understanding and Eliminating Bias in Investigations, CAOWI first annual conference, Oakland, CA, November 2010.

Hot Topics in Employment Investigations, California State Bar Annual Conference, Monterey, CA, September 2010.

Mastering the Art of Employment Investigations, State Bar of California and California Association of Workplace Investigators, Los Angeles, and The Labor and Employment Section of the Bar Association of San Francisco, June 2010.

Advanced Investigation Skills: Practice Makes Perfect, HR West 2010, Northern California Human Resource Association, April 2010.

Avoiding Common Mistakes in Workplace Investigations, Bar Association of San Francisco, 2009.

How to Conduct Employment Investigations, California State Bar 2009 Labor and Employment Annual Meeting, Preconference Training Program.

Trial Demonstrations: Direct and Cross of Expert Witnesses, California State Bar 2009 Labor and Employment Annual Meeting.

Adding Insult to Injury – Understanding the Exposure of Workplace Bullying, PLUS 2009 Professional Risk Symposium: EPL, E&O and Fiduciary, PLUS.

Best Practices – For Neutral Investigations of Employment Complaints, State Bar 2009 Section Education Institute.

Representing Employees and Employers in Unemployment Hearings, State Bar Labor and Employment Law Section, 2009.

Hidden Bias: The Implications for Employment Discrimination Litigation, 2008 Labor and Employment Annual Meeting.

Bringing and Defending Against Attorneys' Fees Motions, 2008 Labor and Employment Annual Meeting.

Harassment Investigation Critique, EEOC Annual Technical Assistance Seminar, San Francisco 2007, Santa Clara, 2006 and 2008, Oakland 2009.

"Conducting Workplace Investigations: Practical Skills for Internal Investigators", Annual two-day training program for human resource professionals sponsored by the Northern California Human Resource Association (NCHRA), 2003 - 2010.

Conducting Workplace Investigations: Practical Skills for Internal Investigators, Northern California Human Resource Association: 2003, 2004 and 2006.

He Said/She Said: Making Credibility Determinations in Harassment Investigations, NCHRA Annual Conference, September 2003.

The How To's of Investigating Workplace Harassment, 46th Annual PIHRA Conference & Exhibition, September 2003.

Did He Say What She Said He Said, Or Not? How Does an Investigator Decide? Society of Human Resource Management Annual Conference, Philadelphia, June 2002.

The Aftermath of Faragher and Ellerth: Litigating Hostile Work Environment Cases, National Employment Lawyers Association Eleventh Annual Convention, Washington D.C., June 2000.

Employment Litigation: Investigations and Human Resource Experts, Presentation to the Barristers Club of San Francisco Labor & Employment Section, February 2000.

Investigating Harassment: An Interactive Training, Sonoma Developmental Center, September 1999.

Mediating EEO Complaints, 40-hour training provided for City of San Francisco, August 1999.

Sexual Harassment: The Role of the Investigator and the Role of the Mediator, Society for Professionals in Dispute Resolution, 1998.

Panelist, Association on Employment Practices and Principles, *"Same-Sex Harassment in the Workplace After Oncale"*, 1998.

Investigating Complaints of Sexual Harassment and Discrimination", Alameda County Bar Association, 1998.

Resolving Sexual Harassment Complaints", Society for Professionals in Dispute Resolution, 1997.

Sexual Orientation Discrimination in the Legal Community, American Bar Association Annual Conference, 1997.

Panelist, Administrative Law Judges Association Annual Forum, 1993, 1994, 1995, 1997, 2001 and 2003.

Speaker, Administrative Law Judges Annual Training, Sexual Harassment, 1992; Family and Medical Leave Act, 1996; Gender Bias, 1997; Preventing sexual harassment, 1999.

CHRISTINA J. RO-CONNOLLY

231 Los Cerros Avenue · Walnut Creek, California 94598 · (213) 268-8462

E-mail: cjroconnolly@gmail.com

PROFESSIONAL EXPERIENCE

Law Offices of Amy Oppenheimer

February 2018 – Present

Senior Associate Attorney

- Conduct workplace investigations for public sector and private sector clients
- Conduct trainings for equal employment opportunity officers regarding workplace investigations

Contra Costa County, Office of the County Counsel.

September 2006 – January 2018

Deputy County Counsel

- Areas of practice include labor and employment and public safety.
- Represent County departments in administrative hearings, including labor and employment arbitrations; civil service appeals before the Office of Administrative Hearings; Due Process Hearings before the Office of Administrative Hearings, Special Education Division; and Public Employment Relations Board hearings.
 - Conduct legal research, write briefs, interview and prepare witnesses, prepare hearing strategy, prepare objections, obtain proficiency in the Administrative Procedure Act, articulate arguments before the hearing officer, and review and interpret hearing officer decisions.
- Represent County departments in mediations, including mediations before JAMS, Federal magistrate judges, the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, and the Public Employment Relations Board.
 - Conduct legal research, write briefs, advise departmental clients on settlement proposals, prepare and review settlement agreements, and prepare closed session presentations to the Board of Supervisors in the event of potential settlement.
- Investigate and prepare responses to complaints filed with the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, Department of Industrial Relations, and Public Employment Relations Board.
- Advise County departments and special districts, including the Office of the Sheriff, Probation Department, and Fire Protection District, on various legal matters, including progressive employee discipline, labor negotiations, discrimination complaints, Fair Labor Standards Act timekeeping, Peace Officer Safety Bill of Rights, Firefighter Bill of Rights, and Public Records Act.
- Conduct trainings on sexual harassment prevention and workplace investigations.

Bowles & Verna LLP, Walnut Creek, California

April 2005 – August 2006

Litigation Associate

- Areas of practice included construction, real estate, personal injury, reinsurance, and employment litigation.
- Represented clients in mediations before JAMS and Court-appointed mediators, including conducting legal research, preparing mediation briefs, advising clients on settlement proposals, and reviewing and drafting settlement agreements.

CHRISTINA J. RO-CONNOLLY

Page 2 of 2

-
- Participated in arbitrations, including researching and drafting pre-hearing motions, preparing objections, preparing percipient and expert witnesses, and researching and drafting post-hearing briefs.
 - Researched and drafted motions and oppositions, including motions for summary judgment, demurrers, motions *in limine* and discovery motions.
 - Conducted all aspects of discovery, including taking and defending depositions, preparing and responding to written discovery, and document production.
 - Researched and prepared legal memoranda and client opinion letters.

Office of the City Attorney, Richmond, California
Contract Attorney

January 2005 – April 2005

- Area of practice included general public law.
- Researched and drafted motions and oppositions.
- Prepared and responded to written discovery and document production.
- Researched and prepared legal memoranda
- Drafted license agreements regarding City property.

EDUCATION

Loyola Law School, Los Angeles, California
Juris Doctor

May 2004

- Dean's Honor List, 2002-2003 and 2003-2004
- Staff, Entertainment Law Review

University of California, San Diego, La Jolla, California
Bachelor of Science, Political Science

June 2001

- Provost's Honors, 1999 and 2000

BAR ADMISSIONS

State Bar of California, 2004; and Central District of California, Ninth Circuit, 2004

TECHNICAL SKILLS

MS-Office, MS-PowerPoint, MS-Outlook, Lotus Notes, WordPerfect, Legal Solutions, Citrix, AbacusLaw, LexisNexis, Westlaw, can type approximately 100 wpm, proficient in both Windows and Mac operating systems.

REFERENCES

Available upon request.

VIDA L. THOMAS

1811 10th Avenue, Sacramento, California 95818

(916) 612-8432

vida@amyopp.com

LEGAL EMPLOYMENT **Law Offices of Amy Oppenheimer ♦ Berkeley, CA**
January 2020 – Present

Partner

Conduct independent workplace investigation for public and private employers. Supervise attorney investigators. Conduct employee training regarding harassment, discrimination and retaliation prevention, diversity and inclusion, and how to conduct workplace investigations. Served as legal counsel to public agency discipline appeal boards during employee discipline appeal hearings. Served as hearing officer in public agency discipline appeal hearings.

Stoel Rives, LLP ♦ Sacramento, CA
March 2018 – January 2020

Of Counsel and Head of California Employment Unit

Conducted outside workplace investigations for public and private employers. Conducted Title IX and Title 5 investigations for public and private colleges and universities, community colleges, and K-12 school districts. As the head of the firm's California employment practice unit, provided employment advice and counseling for private sector employers concerning compliance with federal and California employment and wage and hour laws. Conducted employee training on topics including sexual harassment, discrimination and retaliation prevention, how to conduct workplace investigations, and diversity and inclusion. Served as legal counsel to public agency discipline appeal boards during employee discipline appeal hearings. Served as hearing officer in public agency discipline appeal hearings.

Weintraub Tobin Chediak Coleman Grodin ♦ Sacramento, CA
November 2014 – February 2018

Of Counsel and Head of Investigations Unit

Conducted workplace investigations for public and private employers. Provided employment advice and counseling for private sector employers concerning compliance with federal and state employment and wage and hour laws.

Carlsen Thomas, LLP ♦ Sacramento, CA
January 2000 – April 2013

Co-owner of a boutique employment law firm providing employment advice, independent work place investigations and employee training.

Kronick, Moskovitz, Tiedemann & Girard ♦ Sacramento, CA

June 1993 – December 1999

Associate and Senior Associate

Worked in the Employment and Labor Litigation section handling all phases of litigation in discrimination, harassment, retaliation and wrongful termination lawsuits filed against public and private employers in state and federal courts, conducting workplace investigations, and employee training.

**PRIOR NON-LEGAL
EMPLOYMENT**

Sacramento First National Bank ♦ Sacramento, CA

Construction Loan Processor ♦ September 1987 – March 1991

Maintained portfolio of residential loans from loan origination to completion of construction.

The Golden 1 Credit Union ♦ Sacramento, CA

Mortgage Loan Processor ♦ September 1986 – September 1987

Handled home loans from application through submission to escrow.

EDUCATION

University of the Pacific, McGeorge School of Law

Juris Doctor, 1993

California State University, Sacramento

B.S. Degree in Business Administration, 1990

**PROFESSIONAL &
COMMUNITY
ACTIVITIES**

- ♦ Pacific McGeorge School of Law Diversity & Inclusion Advisory Committee, 2019 to Present
- ♦ San Joaquin SHRM, Board Member, 2015 to Present
- ♦ Association of Workplace Investigators Teaching Faculty, 2016 to Present
- ♦ AWI Board Member, 2011-2012
- ♦ AWI Best Practices Committee Chair, 2011-2012
- ♦ Sacramento Employer Advisory Council, Board Chair, 2007-2008
- ♦ Pacific McGeorge School of Law Alumni Board Member, 2006-2008
- ♦ Wiley Manual Bar Association of Sacramento, Treasurer, 2007
- ♦ Anthony M. Kennedy Inn of Court, Associate Member, 2000 and 2001
- ♦ Sacramento County Bar Association Minority Hiring and Retention Committee, Chair - 1998/99, Co-Chair – 1999/2000
- ♦ California State Bar Ethnic Minority Relations Committee, 1997/1998
- ♦ Chemical Dependency Center for Women, Board Chair, 1999 and 2000

TRAININGS

- Diversity & Inclusion Training for Diamond Pet Foods – September 2019
- Two-Day Workshop on Advanced Workplace Investigation Technique, for the County of San Luis Obispo – July 2018
- One-Day Workshop on Advanced Workplace Investigation Techniques, for California Employment Development Department – March 2018
- One-Day Workshop on Conducting Effective Workplace Investigations, for California Employment Development Department – January 2016
- One-Day Workshop on Conducting Effective Workplace Investigations, for various Weintraub Tobin Clients – March 3, 2016

- Two-Day Workshop on Conducting Effective Workplace Investigations, for the Santa Clara Valley Transit Agency – July 23-24, 2015
- One-Day Workshop on Conducting Effective Workplace Investigations, for the California Employment Development Department – January 2015
- One-Day Workshop: Mastering the Art of Employment Investigations, for the Labor and Employment Section of the Bar Association of San Francisco and the California Association of Workplace Investigators – June 1 and 3, 2010
- Half-Day Pre-Conference Training Program: How to Conduct Employment Investigations, for the State Bar of California Labor and Employment Law Section Annual Meeting – October 22, 2009

SPEAKING ENGAGEMENTS

- ***“Dynamex and AB 5: What Do They Mean for the Arts?”*** for the Capitol Film Arts Alliance – January 21, 2020
- ***“Why I Learned to Love AB 5”*** for the Sacramento County Bar Association Board & Leadership Retreat – January 11, 2020
- ***“The Calm After the Storm? Post-Investigation Issues”*** for the San Joaquin SHRM Annual Conference – January 8, 2020
- ***“Do Generous Leave Policies Contribute to Pay Disparities?”*** for Northstate SHRM Annual Conference – October 9, 2019
- ***“Dynamex and AB 5: What Do They Mean for the Arts?”*** for the California Arts Coalition – December 2019
- ***“Removing Inherent Bias from Employment Decisions”*** for San Joaquin SHRM – August 14, 2019
- ***“Independent Contractor Status and the Arts”*** for California Lawyers for the Arts – June 2019
- ***“Do Generous Leave Policies Contribute to Pay Disparities?”*** for Central California SHRM Annual Conference – March 12, 2019
- ***“Managing the Underperformer: Discipline and Termination”*** February 28, 2019
- ***“Supervisors: Train Them or . . . They’ll Cost You”*** for the Northstate SHRM Annual Conference – October 2018
- ***“Supervisors: Train Them or . . . They’ll Cost You”*** for the CalSHRM Legislative Conference – April 2018
- ***“Workplace Investigations Basics”*** with Terri Abad Levenfeld, for the Association of Workplace Investigators – April 11, 2018
- ***“Beyond the Basics: Advanced Workplace Investigations Techniques”*** for Central California SHRM Annual Conference – March 8, 2018
- ***“Internal Investigations and Attorney-Client Privilege: How it is Preserved or Refuted”***, for NBI, Inc. – January 2018
- ***“Tough, Tougher, Toughest: Navigating Difficult Situations in Interviews”*** with Amy Oppenheimer and Alezah Trigueros, CALPELRA Annual Conference – April 2017
- ***“The Immigration Landscape for the California Employer”*** for the San Joaquin SHRM – February 22, 2017
- ***“Behind the Doors of the HR Office,”*** for the Greater Stockton Employer Advisor Council – September 18, 2015

- **“Improve Your Workplace Investigations”** for Women in Winesense
– September 16, 2015
- **“Conducting Better Workplace Investigations”** for the Central Valley SHRM
– August 19, 2015
- **“It Was Colonel Mustard in the Library: Workplace Investigations”** for
CalSHRM Annual Conference – June 19, 2015
- **“The Basics of Investigating Workplace Complaints of Harassment, Discrimination
and Retaliation”** for the California State Bar Cyber Institute – January 6, 2011
- **“How to Conduct an Effective Workplace Investigation”** for the California
Employers Association – August 11, 2010
- **“Workplace Investigations: How to Make Them Legal and Fair”** for the
Sacramento Employer Advisory Council - March 3, 2009
- **“Workplace Investigations: How to Make Them Legal and Fair”** for the
California Association of Equal Rights Professionals’ Annual Conference – June
6, 2008
- **“Sending the Right Message: Investigating Workplace Discrimination and
Harassment”** for the Pacific McGeorge School of Law Alumni Association MCLE
Program – January 12 and 26, 2008

ZANETA BUTSCHER SEIDEL

339 42nd Street, Richmond, CA 94805 • (646) 505-9199 • zaneta@amyopp.com

PROFESSIONAL EXPERIENCE

Law Offices of Amy Oppenheimer

Berkeley, CA

Associate Attorney

May 15, 2017

- Conduct impartial investigations of employment complaints concerning alleged harassment, discrimination, retaliation, bullying and other workplace misconduct.

Bartko, Zankel, Bunzel & Miller, PLC

San Francisco, CA

Litigation Associate

May 2012 - May 2017

- Represent large health care companies, for-profit/non-profit corporations, emerging businesses, national chains, franchisors, directors and other individuals in complex litigation matters.
- Litigate and advise on business disputes, privacy data breaches, fiduciary duty violations, contract breaches, environmental compliance and personal injury lawsuits.
- Handle all phases of civil litigation, including factual investigation, legal analysis and strategy, client counseling, discovery, written and oral advocacy, settlement negotiations and trial.
- Serve on Hiring Committee: recruit, interview and select associate candidates.

Representative matters include:

- *Koret v. Taube, et al.* (San Fran. Sup. Ct.): Advised board chair of \$500 million foundation on corporate governance matters for four years. Second-chaired trial in chair's removal and self-dealing lawsuit against six director defendants.
 - Investigated harassment claims against director defendant: interviewed complainants; deposed/examined witnesses and human resources staff; negotiated evidence from Stanford University confirming its harassment investigation included allegations against director.
 - Argued and successfully opposed defense motion to exclude harassment evidence at trial.
 - Managed discovery and trial preparation, including analyzing and synthesizing 800,000+ confidential documents into coherent trial narrative.
- *Codey v. 7-Eleven, Inc.* (Santa Clara Sup. Ct.): Managed, defended and settled personal injury lawsuit against national convenience store franchisor.
- *Buchanan v. Allen* (Humboldt Sup. Ct.): Obtained six-figure settlement for autistic client in child abuse and negligence suit against residential care facility, employee and two regional agencies.
 - Investigated facility's improper use of force and excessive prone restraints on autistic client.
 - Engaged state investigators and experts to provide evidence of positive behavioral therapy.
 - Managed law and motion practice, and negotiated favorable settlement agreement.
- *Sutter Health v. Superior Court* (Sacramento Sup. Ct.): Helped trial team obtain writ from State Court of Appeal that dismissed medical data breach suit with \$4 billion exposure against client Sutter Health.
- Represented four African American minors in alleged police racial profiling *pro bono* matter.
 - Interviewed minors and parents; prepared minors for interview by police investigator.
 - Helped facilitate dialogue and resolution between police chief and parent/complainant.

Contract Attorney Positions

May 2010 - May 2012

- **Farella Braun + Martel LLP**

San Francisco, CA

- Reviewed client records for depositions and production in patent litigation.

- **Jones Day**

San Francisco, CA

- Reviewed client records for production in high tech suppression of wages class action.

- **Paul, Weiss, Rifkind, Wharton & Garrison LLP** New York, NY
 - Reviewed client correspondence for production in securities class action litigation.
- **Wilmer Culter Pickering Hale and Dorr LLP** New York, NY
 - Reviewed client correspondence for production to SEC in insider trading investigation.
- **Cravath, Swaine & Moore LLP** New York, NY
 - Reviewed client records for production to SEC in financial fraud investigation.

- Baker & McKenzie LLP** New York, NY
Litigation Associate 2008-2009
Summer Associate Summer 2007
- Handled commercial litigation and international arbitration matters, including white collar crime, antitrust, class action, patent infringement, FCPA bribery cases and government investigations.
 - Served on Diversity Committee: developed programs to recruit and retain minority attorneys.

EDUCATION

Columbia University School of Law

- Juris Doctor* May 2008
- Staff Editor, *Columbia Human Rights Law Review*
 - 2006 Legal Intern, United Nations High Commissioner for Refugees (Geneva, Switzerland)
 - Volunteer, Columbia Law School/Davis Polk Asylum Clinic
 - Frederick Douglass National Moot Court Competition
 - Member, African Law Students Association and Black Law Students Association

University of California, Los Angeles

- Bachelor of Arts, English* June 2003
- Minors, Political Science and African American Studies
 - 2003 Law Fellow, UCLA School of Law Fellowship Program
 - 2002 Recipient, UCLA Women of Change Student Leadership Award
 - 2000-2002 Chair, Outreach & Registration, African Student Union Annual High School Conference
 - Member, Sigma Tau Delta International English Honor Society

PROFESSIONAL ADMISSIONS AND MEMBERSHIP

- Association of Workplace Investigators, Certificate Holder, 2017
- United States District Court, Northern District of California, 2013
- Bar Association of San Francisco, 2012
- State Bar of California, 2012 (SBN: 282420)
- State Bar of New York, 2009 (SBN: 4742805)

PRO BONO EXPERIENCE

- Volunteer Attorney, BASF Justice and Diversity Center, 2014
- Trained Mediator, New York Peace Institute, 2009-2011
- Volunteer, ICC International Court of Arbitration for North America, 2010
- Assistant to Professor Love, Kukin Program for Conflict Resolution, Cardozo Law School, 2009-2010

Alezah Trigueros

765 Taylor Avenue, Unit #C
Alameda, CA 94501

(925) 330-0526
alezah.trigueros@gmail.com

PROFESSIONAL EXPERIENCE

Associate Attorney, The Law Offices of Amy Oppenheimer

July 2014 – Present (Berkeley, CA)

Investigating complaints of harassment, discrimination, retaliation, workplace bullying, and ethical violations in the workplace, including agency-wide investigations and environmental assessments; and conducting Title IX investigations for educational institutions

Staff Writer, LegalMatch

July – October 2014 (South San Francisco, CA)

Composing and editing articles for LegalMatch's online law library, blogging, composing a monthly newsletter, and responding to inquiries on LegalMatch online forums

Policy Volunteer, Save The Bay

June – September 2013 (Oakland, CA)

Cultivated relationships with city and county staff and local environmental groups to promote the Clean Bay Project; and composed policy briefs, support letters, fact sheets, case studies, and blogs on litter abatement issues

Clean Air Cities Campaign Intern, Center for Biological Diversity

April – August 2013 (San Francisco, CA)

Cultivated contacts with city governments and local environmental groups to promote the Clean Air Cities Campaign (a national campaign calling on U.S. cities to support use of the Clean Air Act to reduce greenhouse gas emissions); and advocated for the Bobcat Protection Act and AB 1301 Moratorium on Hydraulic Fracturing at committee hearings and before senate and assembly staff

Intern, U.S. Department of Energy Office of the Asst. General Counsel for Labor and Pension Law

January – April 2012 (Washington, DC)

Created various handbooks, manuals, and reference tables on recurring questions concerning the Davis-Bacon Act, Employee Retirement Income Security Act (ERISA), Labor Management Relations Act (LMRA), and Worker Adjustment and Retraining Notification (WARN) Act, for the future reference of attorney-advisors

Intern, Conservation Law Center

August – December 2011 (Bloomington, IN)

Co-authored a comment to a U.S. Fish and Wildlife Service notice of proposed rulemaking on behalf of a client and created a guide to effective commenting for the client's future reference

Intern, University of Florida Conservation Clinic

June - July 2011 (San Jose, Costa Rica)

Co-authored *A Manual for Designing Environmental Law Service Learning Pedagogy in Central America and the Dominican Republic* for the U.S. Department of State Higher Education in Development Program and presented on the project at the Inter-American Institution for Human Rights

Law Clerk/Decision Writer, Social Security Admin. Office of Disability Adjudication and Review

May - August 2010 (Fort Wayne, IN)

Reviewed medical records, prior disability decisions, and claimant and third-party testimony; and wrote case notes, summaries, preliminary disability determinations, and final decisions for the ALJ

EDUCATION

Juris Doctor, Indiana University Maurer School of Law

May 2012 (*Bloomington, IN*)

- Notes Editor, Indiana Journal of Global Legal Studies
- Founding Member and Executive Board Historian, Student Animal Legal Defense Fund
- Practice Group Advisor – selected as year-long mentor to seven first-year law students
- Environmental Law Society
- University of Florida Levin College of Law Costa Rica Program (Summer 2011)
- Directed Reading in Animal Law

Bachelor of Arts, University of California Santa Cruz

June 2009 (*Santa Cruz, CA*)

- Major: History with a focus on the Americas and Africa; Minor: Legal Studies
- Studied abroad at Lund University in Lund, Sweden (Fall 2008)

BAR MEMBERSHIPS

State Bar of California (*active*)

PROFESSIONAL QUALIFICATIONS

- Association of Workplace Investigators (AWI) 2015 Training Institute for Workplace Investigators
- Association of Workplace Investigators Certificate Holder (AWI-CH)
- 2015 ATIXA (Association of Title IX Administrators) Title IX Investigation EXTTI (Expert Testimony Training Investigations) Training Course
- 2017 T9 Mastered Training for Campus Investigators
- 2018 T9 Advanced Training for Campus Investigators

PROFESSIONAL MEMBERSHIPS

- The Association of Workplace Investigators (AWI)
- The State Bar of California Labor and Employment Law Section

PUBLICATIONS

- “Federal Court Rules That Yelp’s ‘Hard Bargaining’ Is Not Extortion,” LegalMatch, Sep. 16, 2014 (web).
- “People Magazine Accused of Racial Discrimination in Lawsuit,” LegalMatch, Sep. 12, 2014 (web).
- “Supreme Court to Hear Pregnancy Discrimination Case,” LegalMatch, Aug. 29, 2014 (web).
- “California’s Death Penalty Declared Unconstitutional by a Federal Judge,” LegalMatch, July 22, 2014 (web).
- “Bag Ban Momentum Builds in Contra Costa County,” Save The Bay, Sep. 29, 2013 (web).
- “Supporters Sway Santa Rosa to Stick with Countywide Ban,” Save The Bay, Sep. 11, 2013 (web).
- “Foam Industry Spreads Misinformation, Lobbies Against San Jose Ban,” Save The Bay, Aug. 15, 2013 (web).
- “San Rafael’s Cigarette Eater Meter Raises Awareness of the Dangers of Cigarette Litter,” Save The Bay, July 9, 2013 (web).
- Note, *The Human Right to Water: Will Its Fulfillment Contribute to Environmental Degradation?*, 19 IND. J. GLOBAL LEGAL STUD. 599 (2012).

Fernando Flores, Esq.

1442A Walnut St. #234
Berkeley, CA 94709
510.989.5194 – fernando@amyopp.com

EDUCATION

UNIVERSITY OF CALIFORNIA, DAVIS SCHOOL OF LAW

J.D., May 2007

Activities

- Alumni Relations Chair, La Raza Law Students Association
- Senior Articles Editor, UC Davis Law Review, Volume No. 40
- Volunteer, Employment Clinic- Volunteer Legal Services Program of Northern California, Sacramento

Awards

- Recipient, Martin Luther King Jr. Scholarship and Martin Luther King Jr. Public Service Award
- Recipient, King Hall Legal Foundation Grant for work at La Raza Centro Legal, Inc.

UNIVERSITY OF CALIFORNIA, BERKELEY

B.A., Sociology and Rhetoric, May 2004

EXPERIENCE

Law Offices of Amy Oppenheimer – Berkeley, CA

Oct. 2019 – Present

Senior Associate

- Conduct impartial investigations of employment complaints of alleged harassment, discrimination, retaliation, bullying, and other workplace misconduct.
- Conduct workplace trainings related to holistic health and wellness, stress management, emotional intelligence, and occupational burnout in English and Spanish.
- Provide high performance coaching services to professionals and executives with an emphasis on using emotional intelligence and evocative coaching to improve professional performance. Clients include state and federal government employees, local county employees, private firm attorneys, and legal aid advocates.
- Speak at statewide and nationwide conferences on topics related to developing emotional intelligence, emotional granularity, and self-awareness and applying these skills to improve professional performance and develop healthy habits and coping mechanisms in relation to stress management and occupational burnout.

iMATER NOW – Rodeo, CA

Jan. 2018 – Present

Founder

- Provide high performance coaching services to professionals and executives with an emphasis on using emotional intelligence and evocative coaching to improve professional performance. Clients include state and federal government employees, local county employees, private firm attorneys, and legal aid advocates.
- International speaker at law schools (U.S., Mexico, and India) on topics related to developing emotional intelligence, emotional granularity, and self-awareness and applying these skills to improve academic performance and developing healthy habits and stress management coping mechanisms.
- Consult companies and non-profits in developing workplace wellness policies and plans for their employees.
- Provide valuable resources and tips through a podcast focused on 6 areas of well-being – social, physical, occupational, intellectual, spiritual, and emotional.

**Department of Industrial Relations, Division of Labor Standards Enforcement
San Francisco, CA****Sep. 2014 – Dec. 2017***Industrial Relations Counsel III (Specialist)*

- Represented workers in Labor Code section 98.2 *de novo* trials. Appointed to represent workers pursuant to Labor Code section 98.4 and handled extensive trial docket. Obtained over \$500,000 in back wages and penalties for workers in individual cases during first 18 months with the Division.
- Handled all aspects of trial work in jurisdictions across the state of California, including Superior Courts in Alameda County, San Francisco County, Solano County, Sonoma County, San Mateo County, Santa Clara County, Marin County, Los Angeles County, and Mendocino County.
- Represented the People of the State of California in Labor Code section 240 actions to enforce nonpayment of wages in cases involving extensive wage theft and repeat offenders.
- Represented the Division in Bureau of Field Enforcement citation appeal hearings involving violations of Labor Code sections 558 (overtime), 1197.1 (minimum wage), 2802 (expense reimbursements) in addition to waiting time penalties and liquidated damages.
- Collaborated closely with the Alameda County District Attorney's Office and Contra Costa District Attorney's Office in ensuring criminal prosecution and compliance with the Labor Code in cases involving egregious wage theft.
- Effectively defended the Division in court actions including writ of mandamus proceedings.
- Handled all aspects of appellate practice in the California Supreme Court and Court of Appeal.
- Processed U-Visa and T-Visa requests from advocates and conducted investigations of these requests in conjunction with the Division's Criminal Investigation Unit.

Ribera Law Firm – San Francisco, CA**May 2014 – Sep. 2014***Staff Attorney*

- Represented clients in individual and class action wage and hour matters statewide in federal, state, and administrative proceedings, including the Division of Labor Standards Enforcement office.
- Responsible for growing employment law practice at a personal injury law firm.
- Engaged in all aspects of litigation and managed extensive wage and hour case docket, including complaint drafting, propounding and responding to discovery, motion practice, mediations, and collections.
- Represented clients in limited and unlimited civil jurisdiction personal injury cases involving auto accidents.

Legal Aid Society–Employment Law Center – San Francisco, CA**Sep. 2011 – May 2014***Director of the Wage and Hour Enforcement Litigation Program*

- Represented clients in state and federal court in class/collective action suits and individual cases. Engaged in all stages of litigation, including complaint drafting, formal and informal discovery, mediation, and motion practice.
- Supervised teams of one to three attorneys in litigating wage and hour cases on behalf of low-income workers. Causes of action include nonpayment of regular wages, overtime wages, minimum wage, failure to provide accurate payroll records, conversion of tips, independent contractor misclassification, retaliation, and failure to indemnify for incurred expenses, among other issues.
- Represented victims of human trafficking as well as H-2B visa guestworkers in suits involving nonpayment of wages and personal injury claims.
- Successfully settled two large wage and hour class action suits on behalf of low-wage workers across

California.

- Supervised litigation teams in defending class representatives and putative class members in depositions, and in responding to and propounding extensive class action discovery.
- Worked closely with clients during the initial fact investigation stage of cases and perform in depth review of all relevant wage and hour documents (paystubs, timesheets, employment contracts, employer policies, etc.).
- Organized and lead *amicus curiae* collaborative efforts in cases that affect the interests of low-wage workers.
- Collaborated with the California Employment Lawyer's Association Policy and Legislative Advocate in Sacramento to provide input on the potential impact of proposed amendments to California's Labor Code.
- Worked closely with statewide and national coalitions such as the Coalition of Low-wage and Immigrant Workers Advocates and the National Employment Lawyer's Association.
- Fostered partnerships with the Department of Labor and the Labor Commissioner to enhance adequate enforcement of state and federal wage and hour laws.
- Interviewed, hired, supervised, and mentored law students from a wide range of law schools from across the United States. Worked closely with on campus recruiting coordinators to encourage job placements in the public sector.
- Conducted Know Your Rights presentations to local Bay Area community colleges and sister non-profit organizations.

Centro Legal de la Raza – Oakland, CA

Sep. 2010 – Aug. 2011

Shartsis Friese Fellow/Staff Attorney

- Litigated on behalf of low-income workers in employment law matters. Issues included nonpayment of regular wages, overtime wages, minimum wage, rest and meal period violations, commissions, and misclassification of exempt status.
- Provided wage and hour law trainings to Centro Legal staff attorneys and UC Berkeley law and undergraduate students.
- Created and implemented a plan for a second monthly employment law clinic at Centro Legal.
- Assisted tenants with answering unlawful detainer complaints. Conducted discovery, successfully prepared and argued court motions, including demurrers, motions for summary judgment, stays of execution, motions to set aside default judgments, and motions for judgment on the pleadings.
- Advocated on behalf of tenants who faced uninhabitable living conditions. Assisted, advised, and negotiated on behalf of tenants who were living in foreclosed homes.
- Assisted clients with non-judicial aspects of the landlord-tenant relationship, including the terms of a lease and unreturned security deposits. Worked closely with elderly and disabled clients in these cases.

Legal Aid Foundation of Los Angeles – Los Angeles, CA

Aug. 2007 – Sep. 2010

Staff Attorney (2008-2010), Fellow (2007-2008)

- Acted as lead counsel in four wage and hour law *de novo* appeal bench trials.
- Litigated on behalf of low-income workers in employment law matters in LAFLA's Employment Unit. Issues included nonpayment of regular and overtime wages, minimum wage, rest and meal period violations, commissions and misclassification of exempt status.
- Litigated trials in the appeals context. Filed two unemployment insurance writs of mandate against the California Unemployment Insurance Appeals Board.
- Worked independently in handling a large case-load. Performed tasks that ranged from conducting initial client interviews (both with English and monolingual Spanish speaking clients), negotiating cases with

opposing counsel, propounding discovery, drafting attorney fee petitions, and trial briefs.

- Represented clients at settlement conferences and hearings before Deputy Commissioners and Hearing Officers at the Division of Labor Standards Enforcement. Also represented clients who were denied unemployment benefits in the California Unemployment Insurance Appeals Board.
- Conducted bilingual Know Your Rights presentations at local community colleges to empower low-income workers through accessible legal education.
- Supervised semi-monthly, onsite wage claim clinics, at the Division of Labor Standards Enforcement office in downtown Los Angeles.
- Recruited law students to participate in LAFLA's Employment Unit weekly clinics and community education presentations. Trained law students to represent clients in administrative proceedings, including CUIAB appeals and DLSE settlement conferences and hearings.

Superior Court of California, Yolo County – Woodland, CA

Sep. 2006 – Dec. 2006

Judicial Extern

- Conducted comprehensive research of California statutes and case law. Wrote preliminary legal analysis on a wide variety of legal motions, including civil, criminal, family, and probate matters.

**Superior Court of California, County of Los Angeles,
Northeastern District – Pasadena, CA**

May 2006 – Aug. 2006

Judicial Extern

- Thoroughly analyzed attorney-filed briefs and procedural motions in civil court.
- Researched and wrote memorandums on substantive and procedural civil California law. Attended hearings, pre-trial conferences, trials, and California Supreme Court oral arguments.

La Raza Centro Legal, Inc. – San Francisco, CA

May 2005 – Aug. 2005

Summer Associate

- Helped clients in *pro per* at weekly clinics with employment law matters including owed wages, sexual harassment, and racial discrimination. Represented clients in Labor Commissioner Berman Hearings. Participated in union and employee arbitration and in city workers' negotiations with San Francisco's City Hall.
- Wrote demand letters to current and former employers on behalf of monolingual Spanish speaking immigrant clients.

**ARTICLES AND
FILINGS**

Articles and Publications

Health and Wellness

"Do You Have a Plan to Avoid Occupational Burnout?," *Attorney At Law Magazine*, June 18, 2019, Author.

"The Dangers of Chronic Stress," *LinkedIn*, June 21, 2019, Author.

"Powerful Strategies to Reduce Worry and Manage Stress," *LinkedIn*, December 27, 2018, Author.

"Keeping an Eye on Perfectionism," *LinkedIn*, February 22, 2018, Author.

Employment Law

"*Brinker* and beyond: Supreme Court confirms workers' rights to meal breaks," *Daily Journal*, Apr. 17, 2012, Author.

“Arbitration saga forges on at state high court,” *Daily Journal*, Apr. 2, 2013, Co-author.

“Immigration reform could put problem employers on notice,” *Daily Journal*, May 7, 2013, Quoted.

“Advancing Low-Wage Worker Organizing Through Legal Representation,” *47 Clearinghouse Review: Journal of Poverty Law and Policy* 313, November-December 2013 Issue, Co-author.

Amicus Briefs

California Supreme Court

Sonic-Calabasas, A, Inc. v. Frank Moreno, No. S174475; March 27, 2012, Lead author.

Ayala, et al. v. Antelope Valley Newspapers, Inc., No. S206874; June 19, 2013, Co-author.

United States Court of Appeals – Ninth Circuit

Lopez Rodriguez, et al. v. SGLC, INC. et al., No. 2:08-CV-01971-MCE-KJN; December 19, 2012, Co-author.

PRESENTATIONS

Health and Wellness

Positive Coping Strategies in Law School, UC Berkeley School of Law. October 18, 2019, Panelist.

Effectively Managing Academic Stress and Burnout in Law School, California ChangeLawyers, Leaders Summit. October 3, 2019, Speaker.

Using Emotional Intelligence to Increase Professional Performance and Personal Fulfillment, San Francisco Health and Wellness Conference. August 17, 2019, Speaker.

Increasing Professional Impact and Effectiveness Through Wellness, Golden Gate Workers’ Compensation Fraud Consortium – Premium and Medical Provided Fraud Training. February 28, 2019, Trainer/Speaker.

Effective Stress Management Strategies in Fast-Paced, High Docket Work Environments, Immigrant Legal Resources Center, Ready Bay Area. December 18, 2018, Speaker.

Developing Healthy Coping Habits and Behaviors, UC Berkeley, Sharing Wisdom Across Generations, October 28, 2018, Speaker.

Holistic Health and Wellness Presentation, UC Berkeley, Central Americans for Empowerment. October 24, 2018, Speaker.

Mental Health and Stress Management, UC Berkeley Law School, La Raza Law Students Association. September 25, 2018, Trainer/Speaker.

Emotional Intelligence for Lawyers, 1440 University, New Billable Hour Retreat, August 28, 2018, Trainer/Speaker.

Understanding Cultural Capital and Fostering Healthy Habits, UC Davis Law School, First Generation Advocates Event, August 12, 2018, Speaker.

How to Manage Stress and Avoid Burnout, Contra Costa Community College. April 10, 2018, Speaker.

Using Holistic Health and Wellness Strategies in the Legal Profession, UC Berkeley, Kappa Alpha Pi Legal Interest Event, April 5, 2018, Panelist.

Using Emotional Intelligence in Trial Practice, UC Davis Law School, Culture Week Celebration. March 6, 2018, Speaker.

Employment Law

UC Berkeley Law School, Spanish for Lawyers Class, “Cómo archivar un reclamo de sueldos debidos en la Oficina de La Comisión Laboral,” (“How to file a claim for wages owed in the Labor Commissioner’s office”), 2011, 2012, and 2016, Berkeley, CA, Guest Lecturer.

California Employment Lawyer’s Association Annual Conference, “To Class or not to class, that is the question.” October 4, 2013, San Jose, CA, Panelist.

San Francisco State University, Gender and Globalization Class, “Wage and Hour Basics.” November 5, 2013, San Francisco, CA, Guest Lecturer.

American Bar Association CLE, “Independent Contractor Misclassification.” November 13, 2013, San Francisco, CA, Panelist.

San Francisco Trial Lawyers Association CLE, “Representing Immigrant Workers in Employment Law Cases.” January 21, 2014, San Francisco, CA, Panelist.

Wage and Hour Session; National Lawyer’s Guild, San Francisco CLE. January 24, 2014, San Francisco, CA, Panelist

Advanced Wage and Hour Law Conference; State Bar of California Labor and Employment Law Executive Committee. July 9, 2015, Los Angeles, CA, Conference Chair.

Law as a Profession; UC Berkeley Chicano/Latino Alumni Association; Latino Alumni Legacy Celebration. September 19, 2015, Berkeley, CA, Panelist.

Employment and Labor Law Career Panel; UC Berkeley Law School, Berkeley Journal of Employment & Labor Law. October 6, 2015, Berkeley, CA, Panelist.

Basic Wage and Hour Law Conference; State Bar of California Labor and Employment Law Executive Committee, “Understanding the California Labor Commissioner’s Process.” January 15, 2016, San Francisco, CA, Panelist.

Local Minimum Wage Ordinances Justice Summit; Division of Labor Standards Enforcement, “Overlapping Jurisdiction Legal Issues.” May 5, 2016, Los Angeles, CA, Panelist.

California Employment Lawyer’s Association Annual Conference, “Basic Wage and Hour Law.” September 22, 2016, Costa Mesa, CA, Panelist.

Employment and Labor Law Career Panel; UC Berkeley Law School, Berkeley Journal of Employment & Labor Law. November 3, 2016, Berkeley, CA, Panelist.

Division of Labor Standards Enforcement, Labor Commissioner’s Community Partners Retreat, Utilizing Legal Tools in Bureau of Field Enforcement Investigations. January 13, 2017, San Diego, CA, Panelist.

Law as a Profession; Making Waves Academy, Career Day. March 2, 2018, Richmond, CA, Speaker.

Employment and Immigration Law Panel, Contra Costa College, “Know Your Rights – What Workplace Rights Do Immigrants Have?” March 21, 2018, San Pablo, CA, Panelist.

APPOINTMENTS

California State Bar Labor and Employment Section Executive Committee. (Jul. 2013 – July 2017)

LANGUAGES/
INTERESTS

Fluent in spoken and written Spanish. Avid runner, completed several ultra-runs.

ILONA M. TURNER

www.TurnerADR.com · 510.295.5288 · ilona@TurnerADR.com

EDUCATION**University of California, Berkeley, Boalt Hall School of Law – J.D., 2006**

- *California Law Review*, Managing Editor, 2005-06
- *Berkeley Journal of Gender, Law & Justice*, Article Editor, 2003-04 and 2004-05
- Best Brief award in Legal Research and Writing

University of California, Santa Cruz – B.A. in Women’s Studies and Linguistics (double major), 2000

- Honors in both majors
- Phi Beta Kappa

EMPLOYMENT**Law Offices of Amy Oppenheimer – Berkeley, CA** October 2018-present
Of Counsel

Conduct workplace and Title IX investigations; mediate disputes between employees; provide training on harassment prevention and conflict resolution.

Turner Dispute Resolution – Oakland, CA August 2017-present

Provide mediation, arbitration, and conflict coaching services.

Transgender Law Center – San Francisco, CA January 2012-October 2018
Of Counsel, August 2017-October 2018
Legal Director, January 2012-August 2017

Directed impact litigation, policy advocacy, and legal services on behalf of transgender and gender-nonconforming clients. Accomplishments include: Grew the organization’s litigation docket tenfold; developed pro bono network of 500+ cooperating attorneys; grew legal team from three to ten staff; drafted and helped pass groundbreaking transgender-rights legislation and regulations; won numerous critical advances for transgender rights in areas including prisoners’ rights, gender recognition (including nonbinary identities), employment, health care, immigration, and schools. Senior attorney on numerous precedent-setting cases including *Lusardi v. McHugh* (EEOC), *Norsworthy v. Beard* (N.D. Cal., Ninth Circuit), and *Whitaker v. Kenosha Unified School District* (E.D. Wisc., Seventh Circuit).

National Center for Lesbian Rights – San Francisco, CA March 2008-December 2011
Staff Attorney

Advocated for LGBT rights through litigation, public education, and legislation.

Cohen, Weiss and Simon LLP – New York, NY September 2006-January 2008
Associate

Represented and advised clients including labor unions, employees, and health plans.

Bredhoff & Kaiser, PLLC – Washington, D.C. June 2005-August 2005
Summer Associate

Assisted with litigation and advocacy on behalf of labor unions and related organizations.

Equality California – Sacramento, CA July 2002-July 2003
Legislative Advocate and Communications Specialist

Helped pass laws to expand domestic partner rights and ban gender identity discrimination.

California Assemblymember Jackie Goldberg – Sacramento, CA May 2001-July 2002
Legislative Assistant

Staffed bills; analyzed legislation; communicated with constituents.

SELECTED MEDIATION AND ARBITRATION WORK

Alameda County Superior Court Day of Court volunteer mediator
Bar Association of San Francisco Conflict Intervention Service
California Lawyers for the Arts - Arts Arbitration and Mediation Services
California Department of Fair Employment and Housing
Community Boards
FINRA (Financial Industry Regulatory Authority)
SEEDS Community Resolution Center

TRAINING AND CERTIFICATIONS

Association of Workplace Investigators (AWI) Training Institute for Workplace Investigators, February 2019.
Association of Workplace Investigators Certificate Holder (AWI-CH)
Community Boards, Introductory and Intermediate Conflict Coaching, December 2018
Center for Understanding in Conflict, Working Creatively with Conflict: 40 Hour Basic Mediation and Conflict Resolution Training, March 2018
Community Boards, Basics of Mediation Training (40 hours), February 2018
Rockwood Leadership Institute LGBTQ Advocacy Fellowship, 2013-2014
OneJustice Executive Fellowship, 2012-2013

BAR ADMISSIONS

State bar admissions: California and New York; New Jersey (inactive)

Federal courts: U.S. Supreme Court, Ninth Circuit Court of Appeals, Seventh Circuit Court of Appeals, Third Circuit Court of Appeals, Federal Circuit Court of Appeals, Northern District of California, District of New Jersey, Eastern District of New York, Eastern District of Wisconsin, Southern District of California, Southern District of New York

OTHER MEMBERSHIPS

Alameda County Bar Association, ADR Section Executive Committee
American Bar Association, Section of Dispute Resolution
Bar Association of San Francisco, Co-chair, Equality Committee on LGBT Issues; member, Labor and Employment Committee
Bay Area Women Neutrals
California Employment Lawyers Association (former member)
California Law Review Alumni Board of Directors

Associate Attorney 8/04-6/06

Prepared corporate documents relating to stock purchases, company mergers, incorporations and other miscellaneous agreements. Prepared research memoranda for partners on tax and business issues.

Professional Memberships

The Association of Workplace Investigators

State Bar of California, Labor and Employment Law Section

Anna C. Gehriger, AWI-CH

California Bar Member 248484

Professional Experience

Law Offices of Amy Oppenheimer | Berkeley, CA | September 2018 – Present

Senior Attorney

- Conduct workplace investigation for private sector, public entities, and non-profits in English and Spanish
- Conduct AB1825 trainings in English and Spanish
- Association of Workplace Investigators Certificate Holder (AWI-CH)

Phillips Spallas & Angstadt LLP | San Francisco, CA | April 2010 – August 2018

Associate Attorney

- Advised, counseled and litigated cases for top fortune 100 company, private employers and select individual plaintiffs. Handled matters from inception to resolution including successful summary judgments and briefing to Ninth Circuit Court of Appeals and U.S. Supreme Court. Practiced under California and federal law (incl. accommodation, discrimination/harassment, wrongful termination, misclassification, wage/hour), with utmost attention to detail, discretion and sound judgment, whether during internal investigation, exploration of vulnerability to claims, or recommending litigation strategy.
- Investigated and defended EEOC and DFEH complaints as well as discrimination and/or unsafe work practices claims by injured workers before the Workers Compensation Appeals Board.
- Resolved matters procedurally, informally, creatively, or via alternative dispute resolution.
- Led diversity efforts, mentoring new attorneys/staff about workplace culture, and civic involvement.

Callahan Thompson Sherman & Caudill LLP | San Francisco, CA | February 2007 – April 2010

Associate Attorney

- Litigated defensive caseload in various practice areas with extensive and successful law and motion practice.
- Took initiative to study for and pass the Leadership in Energy & Environmental Design (LEED) exam to be among the first wave of attorneys to understand the U.S. Green Building Council's sustainable building certification system.

Equal Rights Advocates | San Francisco, CA | Spring 2004

Semester Law Clerk

- Staffed Spanish/English bilingual employment advice and counsel hotline and conducted legal research.

Bay Area Legal Aid | Oakland, CA | Summer 2003

Summer Law Clerk

- Staffed Spanish/English bilingual domestic violence hotline; prepared restraining orders, custody and divorce petitions.

Education

University of California at Davis, School of Law | Davis, CA | 2006

Juris Doctor

- Recipient, Martin Luther King, Jr. Full Scholarship for Dedication to the Public Interest
- Officer, La Raza Law Students Association

Georgetown University | Washington, DC | 1999

Bachelor of Arts, cum laude

Civic Leadership

- 2016, Diversity Award, presented annually by Bar Association of San Francisco ("BASF") Barristers Club
- 2013-2014, Officer and Diversity Director, BASF Barristers Club
- 2014, Co-Organizer & Panel Moderator, California Minority Counsel Program's 25th Anniversary Business Law Conference
- 2014, Co-Chair, BASF's 2015 Goals and Timetables Report for Minority Hiring Retention & Advancement
- Annual volunteer reader of diversity scholarship applications to California Bar Foundation (now ChangeLawyers)

SANDY FU

Experienced attorney seeks role conducting neutral workplace investigations. In the last five years I have transformed my technology law practice to focus on investigating workplace concerns. I thrive in the challenge of connecting with people amidst conflicting perspectives and motivations, with the goal of making factual findings in view of company policies and applicable laws. Through my experience conducting investigations through law firms and in-house at tech companies, I've built a record of breaking down and communicating complex concerns into discrete issues and effective reports.

sandychang@gmail.com
415-209-5536
Los Gatos, CA

EXPERIENCE

Law Offices of AMY OPPENHEIMER, Aug. 2020 - present *Los Gatos, CA*
Investigate workplace concerns for public and private entities, including issues of discrimination based on race and gender, harassment, bullying, and sexual assault.

GOOGLE, Investigator through Axiom, Feb. - Dec. 2019 *Mountain View, CA*
Advised on wide range of concerns involving staffing partners and vendors including: interviewing supplier employees, partnering with cross-functional teams Ethics & Compliance, Global Investigations, Security to ensure that suppliers' investigations are handled effectively. Developed best practices for supplier investigations.

Law Offices of JENNIE LEE, External Investigator, 2018 - 2019 *Los Gatos, CA*
Conducted investigations of discrimination, hostile work environment, harassment, and bullying for clients in various sectors from public utilities to tech suppliers. Wrote investigative reports, interviewed witnesses, assessed credibility, made factual findings.

8x8, Inc., Employment Counsel through Axiom, June – Oct 2018 *San Jose, CA*
Performed audit of and revised templates for severance agreements, termination guidelines, and reorganizations. Oversaw employee handbook revision.

ADOBE SYSTEMS INCORPORATED, 2012 – March 2018 *San Jose, CA*
Employee Relations Consultant: Investigated grievances, wrote memos of findings including recommended corrective actions. Helped evolve training on performance management. *Employment Law and Investigations*: Conducted investigations relating to sales or channel partners. Implemented guidelines for background checks escalations. *Technology Licensing Counsel*: Negotiated licensing deals for OEM's, resellers, partners.

QUINSTREET, Inc., Corporate Counsel, 2009 – 2012 *Foster City, CA*
Negotiated purchase agreements for target websites and widgets worldwide. Aided in post-acquisition integration, including handling disputes of employee IP ownership.

PILLSBURY WINTHROP SHAW PITTMAN, Associate, 2007–09 *Palo Alto, CA*
Corporate and IP Transactions: Managed disclosures as lead associate on \$100M+ M&A transactions. Reviewed 409A and stock plans with employment, compensation teams.

UCLA SCHOOL OF LAW, J.D., 2007 *Los Angeles, CA*
Honor, Journals and Clinics: CALI Award for Highest Academic Achievement for the Venture Capital and the Start-up Company seminar. Writing Advisor, Lawyering Skills Course, 2005-06. Journal of Law and Technology, 2005-06. Advocate for the Taino Tribe of Puerto Rico in the Tribal Legal Development Clinic, Spring 2006.

HARVARD UNIVERSITY, B.A. Magna cum laude in History & Science, minor in Psychology, Mind, Brain & Behavior Emphasis, 2002 *Cambridge, MA*
Honors: Group I Dean's List – first tier. Harvard Scholarship for Academic Achievement. *Thesis*: U.S. Department of Education's Recognition of ADHD as a Disability.

Languages

Mandarin Chinese (fluent),
Spanish (conversational).

Professional Organizations

Association of Workplace Investigators,
APABA's Leadership Advancement Program.

Pro Bono Work and Community Service

Worker's Rights Clinic, Santa Clara University Law Center.
Special Needs Children's Ministry, Calvary Church of Los Gatos.

CityTeam of San Jose Outreach Coordinator.
Volunteer Legal Services Program of SF Bar Association, Legal Intern.

Counseling

Psychological individual counseling sessions,
Abundant Life counseling program.

Hobbies

Marathon running, camping, worldwide travel, reading, sewing, baking, and playing piano.

EDUCATION

Kimberly DaSilva

Berkeley

510.812.3363

kim@amyopp.com**Education****University of California, Hastings College of the Law**
Juris Doctorate

San Francisco

Bryn Mawr College
Bachelor of Arts, Philosophy

Bryn Mawr, PA

Tsuda College
College Exchange Program

Kodiara City, Japan

Experience**Law Offices of Amy Oppenheimer**
Senior Associate

October 2019 – Present

- Conduct workplace investigations for public sector and private sector clients
- Conduct trainings for equal employment opportunity officers regarding workplace investigations

State Bar of California
Attorney II

July 2018 – October 2019

Perform legal and operational duties regarding legislation and compliance, with statutory and rule-based mandates, for the State Bar of California and its Board of Trustees

- Research statutory and rule-based compliance requirements
- Investigate compliance with mandates, including reporting, operational, and policy requirements
- Develop system for prioritizing, investigating and tracking compliance
- Provide technical assistance to the agency's lobbyist and to the Board of Trustees on legislative matters
- Develop legislative and rule proposals
- Staff Board of Trustees' Executive Committee

Judicial Council of California
Attorney II

January 2007 – July 2018

Performed legal duties regarding court administration, revenue collection and disbursement, public records act requests and criminal/traffic procedure for the state trial courts and the Judicial Council of California's advisory committees

- Provided oral and written legal advice, including formal and informal opinion letters, to state trial courts upon which they rely for administration of their duties
- Provided subject matter expertise to the state trial courts, Judicial Council advisory committees, and internal agency offices, including its litigation, legislation and education departments
- Drafted amendments, on behalf of Judicial Council advisory committees, to the California Penal Code and the California Rules of Court as well as revisions to Judicial Council statewide court forms
- Developed legislative, rule and form proposals on behalf of advisory committees regarding the Penal and Vehicle Codes, the California Rules of Court and Judicial Council forms, including drafting legal memoranda, public invitations to comment, comment summaries and reports

Developed and maintained online educational courses and procedural practice guides for state court trial judges

- Developed and maintained educational courses and procedural "bench guides" for trial judges, covering topics in criminal, civil and family law assignments

Kimberly DaSilva

Berkeley

510.812.3363

kim@amyopp.com

**Habeas Corpus Resource Center
Investigating Attorney**

December 1999 – January 2007
San Francisco

Represented clients convicted of capital crimes in state habeas corpus proceedings

- Drafted habeas corpus petitions, including initial and exhaustion petitions, as well as informal replies
- Conducted complex investigation of capital cases, including research, fieldwork and supervision of investigators and paralegals
- Conducted discovery of district attorney and law enforcement files, including Pitchess motions
- Researched substantive criminal and civil law, as well as procedural issues

**McKeown Price LLP
Associate**

April 1997 – November 1999
San Francisco / Guam, Micronesia

Represented insurance companies and other corporate clients

- Provided opinions regarding coverage under insurance contracts
- Assisted with the drafting of various contract provisions for corporate clients
- Represented client in mediation at JAMS which resulted in successful settlement agreement
- Appeared in law and motion hearings, status conferences, and ex parte proceedings
- Drafted motions, memoranda, discovery, settlement agreements, insurance coverage opinions, and client correspondence
- Defended depositions

Licenses and Court Admissions

State Bar of California
United States District Court, Northern District of California
United States District Court, Central District of California
United States District Court, Eastern District of California
United States Court of Appeals for the Ninth Circuit
Supreme Court of the United States

Volunteer Activities and Memberships

Oakland Police Department, Office of the Inspector General Volunteer Consultant	December 2017
City of Berkeley Police Review Commission Vice-Chair, 2017	July 2016 – August 2017
National Association for the Advancement of Colored People (NAACP) Member, Berkeley Chapter	January 2017 - Present

Certifications and Trainings

University of California, Berkeley Extension

- Mediation and Conflict Resolution Certificate

California Fair Political Practices Commission

- Webinar on campaign requirements and prohibitions under the state Political Reform Act

Kimberly DaSilva

Berkeley

510.812.3363

kim@amyopp.com

Of Note

Akashic Books
Author

2006
New York

- Wrote *A Simple Distance*, a novel, nominated for a Stonewall Book Award

MADELINE STREIFF BUITELAAR

Berkeley, CA | (410) 530-6549 | madeline.streiff@gmail.com

EDUCATION

University of California, Hastings College of the Law

San Francisco, CA

Juris Doctor

Class of 2019

- Specialization in compliance and risk management, statutory interpretation, labor law, administrative law and negotiation
- Mediator in Small Claims Court in San Francisco and a DFEH claim
- Dean's Scholarship recipient (merit-based award)

Johns Hopkins University

Baltimore, MD

Bachelor of Arts in Political Science

Class of 2014

EXPERIENCE

Regulation and Governance (Journal)*Graduate Research Fellow for Editor Jodi Short*

July 2017- present

- Review 2-4 manuscripts per week, provide recommendations for manuscripts and contact reviewers
- Journal published quarterly: impact factor of 2.898 and ranked 6th out of 149 law journals by *Journal Citation Reports*

San Francisco District Attorney's Office

San Francisco, CA

Law Clerk for ADA Lili Nguyen in the CASA/Sexual Assault Unit

Summer 2017

- Wrote motions *in limine* for rape, sexual assault cases going to trial and compiled a manual of rules of evidence and relevant precedents of foundational rape and sexual assault cases

Office for Civil Rights (Department of Education), Region 3

Philadelphia, PA

Intern

Fall 2014

- Reviewed complaints of racial, gender and disability discrimination and drafted resolution agreements between complainants and institutions
- Assisted principal investigators in determining the scope of the inquiry, communication with complainants and institutions, and developing solutions

PUBLICATIONS

- Madeline Streiff Buitelaar, *Cui Bono? Assessing San Francisco Community Benefit Agreements*. *Societies* 2019, 9(1) <https://www.mdpi.com/2075-4698/9/1/25>
- Lauren Dundes, Madeline Streiff, and Zachary Streiff. Storm Power, an Icy Tower and Elsa's Bower: The Winds of Change in Disney's *Frozen*. *Social Sciences* 2018, 7(6) <https://www.mdpi.com/2076-0760/7/6/86>
- Madeline Streiff and Lauren Dundes. From Shapeshifter to Lava Monster: Gender Stereotypes in Disney's *Moana*. *Social Sciences* 2017, 6(3) <http://www.mdpi.com/2076-0760/6/3/91>
- Madeline Streiff and Lauren Dundes. Frozen in Time: How Disney Stereotypes its Most Powerful Princess. *Social Sciences* 2017, 6(2) <http://www.mdpi.com/2076-0760/6/2/38>
- Lauren Dundes and Madeline Streiff. Reel Royal Diversity? The Glass Ceiling in Disney's *Mulan* and *Princess and the Frog*. *Societies* 2016, 6(4) <http://www.mdpi.com/2075-4698/6/4/35>

INTERESTS, SKILLS AND LANGUAGES

- Conversational Spanish, Intermediate Chinese (Mandarin) and Intermediate Arabic (Modern Standard)
- Excel, survey design and sample recruitment, data management and analysis using SPSS
- Baking sourdough bread, Yotam Ottolenghi recipes, cycling, travel, reading Mohsin Hamid and Jhumpa Lahiri novels

RENEE A. JANSEN

1800 SONOMA AVENUE, BERKELEY, CA 94707 • 510.910.7098 • reneejansen@gmail.com

EXPERIENCE**Vantage Partners, LLC, Boston, MA**

May 2006 - Present

Principal

- Firm is an outgrowth of the Harvard Negotiation Project specializing in strategic relationship management.
- Manage client relationships and teams working with Fortune 500 companies on a range of relationship management issues, including: conducting alliance assessments and partner relationship diagnostic checks; helping to remediate at-risk partnerships; designing and implementing formal alliance management programs and launching new partnerships.
- Design and deliver customized training on collaboration, conflict management, negotiation and influencing skills for a variety of industries, including consumer goods, oil and gas, legal and financial services, life sciences.
- Guest lecturer at the Schulich School of Business at York University in Toronto on negotiation and building an alliance management capability.
- Co-author of *Alliance Governance: Too Often Failing the Leadership Test* and *Falling Short of True Partnering Excellence: Five Trouble Spots and What to Do About Them* (published by Vantage).
- Founded firm's pro bono program, member of recruiting team.

Pillsbury Winthrop Shaw Pittman LLP, San Francisco, CA

Dec. 2001- Mar. 2006, & Summer 2000

Attorney

- Represented clients in diverse commercial litigation practice, including white collar criminal defense.
- Second chair for six-week bench trial defending three largest U.S. canned tuna manufacturers against suit by CA Attorney General for failure to warn consumers of mercury in canned tuna, cross-examined fact and expert witnesses and worked on all aspects of trial and pretrial phases.
- Represented clients in the oil and gas industry being investigated by the USAO and SEC: conducted witness interviews, managed large-scale data reviews and analyzed substantive issues related to investigations.
- Received substantial responsibility managing cases, including primary responsibility for arbitrations and mediations, experienced in managing associates, paralegals and staff.
- Experienced in writing and successfully arguing numerous motions, including motions for summary judgment, motions to dismiss, discovery motions, motions in limine, jury instructions, TROs; took and defended depositions, including key lay witnesses and expert witnesses.
- Active pro bono practice included successful representation of a sexual assault victim in a civil action and a counterfeiter in a criminal matter; served on recruitment committee and as partner-associate liaison for litigation group.

Women and Girls Institute, National Council for Crime & Delinquency, San Francisco, CA

June-Dec. 1999

Researcher

Attachment 6

- Worked directly with the Director, researching and writing a groundbreaking report for the Robert Wood Johnson Foundation to determine barriers to effective implementation of programs for incarcerated mothers and substance abusers, and to create a national blueprint for model programs.
- Performed over 300 case file assessments at juvenile facilities for delinquent girls in Jacksonville, Florida to create a national profile of juvenile girl offenders.

EDUCATION

University of California, Berkeley School of Law (formerly Boalt Hall), Berkeley, CA

J.D. 2001

Best Brief and Final Oralist, McBaine Moot Court Honors Competition; Prosser Award, Civil Trial Practice; Moot Court Best Oralist Award

Rutgers, The State University of New Jersey, New Brunswick, NJ

B.A., *magna cum laude*, 1997

Phi Beta Kappa; President, Class of 1997; college-wide award for Outstanding Individual Contribution

Eagleton Institute of Politics, Rutgers University; Undergraduate Associate, 1995-1997

University of Utrecht, Faculty of Law, The Netherlands, Fall 1996

OTHER: Fluent in conversational Dutch; traveled extensively on five continents; admitted to practice law in California; AWI Certificate *pending*, AWI Training Institute (Feb. 2020) (AWI-CH)

Garrett Smith

543 Del Sol Ave, Pleasanton, CA • (541) 815 3496 • garrett@amyopp.com
California State Bar No. 330335

Education

University of California, Hastings College of the Law, San Francisco, CA
J.D., 2017

- **Top 10%, GPA 3.59**
- Magna Cum Laude
- Internal Vice President of Outlaw (LGBT)
- Co-Executive Notes Editor, Hastings Women's Law Journal
- Executive Articles Editor, Hastings Business Law Journal
- Hastings Lefkowitz Moot Court Team (Trademark)
- Moot Court Class Teaching Assistant

University of Oregon, Eugene, OR

B.A. in English; Minor in Business Administration, 2013

- Worked concurrently in food service to subsidize educational expenses
- Term abroad studying English Literature and History in London, England

Experience

Law Offices of Amy Oppenheimer, Berkeley, CA

Workplace Investigator, 06/2020 – Present

- Writing interview summaries as well as drafting and finalizing confidential investigative reports

Paoli & Geerhart, LLP, San Francisco, CA

Legal Assistant, 02/2018 – 03/2019

- Reviewed discovery, requested records, researched legal issues, and provided office support

Hastings Community Justice Clinic, San Francisco, CA

Student Advocate, 08/2016 – 12/2016

- Co-represented and settled a client's employer's Labor Code section 98.2 appeal under a supervising attorney

Ongaro, PC, San Francisco, CA

Summer Law Clerk, 07/2016 – 08/2016

- Researched and drafted memos on employment law and civil procedure issues

Legal Aid at Work: Wage Claim Clinic, San Francisco, CA

Pro Bono Volunteer, 06/2015 – 08/2015, 02/2016 – 05/2016

- One to two times a month, helped employees draft wage claims to file with the California Labor Commissioner's Office

University of California, Hastings College of the Law, San Francisco, CA

Research Assistant, 06/2015 – 10/2015

- Researched sources of potential auditor bias and the effects of legislation on auditor bias

Exhibit 3

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Date August 31, 2020



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.

Company Name: Law Offices of Amy Oppenheimer

Signed: Amy Oppenheimer

Table with 10 columns: Type of Work, Company Name, Address and City, Phone Number, % of Project Work, Dollar Amount, Subcontractor, Local (LBE), Small Local (SLBE), * Ethnicity, ** Gender. The first row contains 'N/A' for the first six columns and empty cells for the last five.

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)

Exhibit 4



Schedule I

“Sanctuary City Contracting and Investment Ordinance”

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland. Compliance must be established prior to full contract execution.

I, (name) Amy Oppenheimer, the undersigned, Owner of Law Offices of Amy Oppenheimer (Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

- 1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City's Project Manager and invoice reviewer or the City Administrator's Office, Chief Privacy Officer if any of this Business Entity's subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

PLEASE COMPLETE AND SIGN

I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

or

I declare that I understand Ordinance # 13540 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Amy Oppenheimer  August 31, 2020
 (Printed Name and Signature of Business Owner) (Date)

Law Offices of Amy Oppenheimer 1442A Walnut St., #234, Berkeley, CA 94709
 (Name of Business Entity) (Street Address, City, State, and Zip Code)

N/A
 (Name of Parent Company) (If applicable)

Contacts:
 Office Phone: (510) 393-4212 Cell Phone: N/A email: amy@amyopp.com

For Office Use Only:	
Approved/Denied/Waived	
(signed) _____	_____
Authorized Representative	Date
SCHEDULE I DB/DM 2019	

Exhibit 5



**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 _____ 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.

Amy Oppen
 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 _____

Exhibit 6

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, Amy Oppenheimer, the undersigned, a
(Name)
Owner of Law Offices of Amy Oppenheimer
(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.MS. Based on my understanding the above is true and correct to the best of my knowledge.

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

Amy Oppenheimer  August 31, 2020
(Printed Name and Signature of Business Owner) (Date)

Law Offices of Amy Oppenheimer 878 Spruce St., Berkeley CA 94707
(Name of Business Entity) (Street Address City, State and Zip Code)

N/A
(Name of Parent Company)

Exhibit 7



CITY OF OAKLAND | POLICE COMMISSION
250 FRANK H. OGAWA PLAZA, SUITE 6302 • OAKLAND, CA 94612

ATTENTION ALL BIDDERS

ADDENDUM NO. 1 to the
Contract Documents for
Request for Quotation 220523
for the

RFP- INVESTIGATION OF PROMOTIONAL AND HIRING PRACTICES AT OAKLAND POLICE DEPARTMENT

Date: August 18, 2020

**From: The Oakland Police Commission and the Department of Workplace and
Employment Standards (Previously the Contracts and Compliance Division)**

To: Prospective Bidders

1. This Addendum No. 1 forms a part of the Contract Documents and modifies the original Request for Proposal Documents.
2. Acknowledge receipt of Addendum No. 1 in the space below and attach this signed document to the Proposal.
3. The Submittal date **remains the same.** Proposals are due Monday, August 31, 2020 at 2:00 pm.
4. Please find the following questions and answers:
 - a. Q: Are there any active claims and/or litigation that proposers should be aware of?
A: No.
 - b. Q: Will proposers have access to all relevant data and personnel for interviews and analysis?
A: Yes.
 - c. Q: The RFP indicates that the scope of the investigation is to examine a subset of the allegations raised in the letter by the Oakland Black Officers Association (OBOA) in their open letter of March 15, 2019. Which of the specific allegations are included in the scope of the investigation?
A: The ones listed in the scope of the RFP.
 - d. Q: Will proposers be provided with all related data and relevant details related to the allegations in scope, including documents and data that is otherwise not publicly available?

A: Yes.

e. Q: Has a budget been allocated to this investigation? If so, what is the amount?

A: That budget is set by the contractor's bid. The maximum contract amount is \$150,000. Bidders may choose to bid lower than that

f. Q: Please clarify: What parties are ultimately responsible for approving the contract -- Police Commission, City Council, etc.?

A: Ultimately the Police Commission approves the final contractor.

g. Q: What documents (e.g. written applications, interview recordings, selection criteria and scoring, applicant data, selection data) will be available to the Contractor for completing the scope of services?

A: The Scope is negotiable between the contractor and the using agency. Schedule A - Scope of Service is the form that will be provided to the awarded contractor along with other contract documents. Different formats are acceptable if labeled as Scope of Service and attached to the attached Schedule A form.

h. Q: Please clarify: Will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) Is this in addition to the scope of work submitted in the initial bid?

A: Yes.

5. All Contractors working with or anticipate working with the City of Oakland must register through iSupplier at the following link <https://www.oaklandca.gov/services/register-with-isupplier> in order to receive Invitation to Bids for Construction and Professional Service projects, submit proposals, and invoice payments. If you have already registered via iSupplier, thank you in advance.

6. Once you have completed the process, please send an email to isupplier@oaklandca.gov with the RFP/Q name and/or RFQ number on the subject line and we will add you to the invitation list.

7. For questions regarding the following topics below:

- 1. iSupplier questions or requesting to receive an invitation to participate in a project, please send an email to isupplier@oaklandca.gov.
- 2. Project related questions, contact the Project Manager, Chrissie Love, CLove@Oaklandca.gov
- 3. Contract compliance questions, contact Vivian Inman at 510-238-6261.
- 4. Contract administration questions (e.g., planholders list, attachments, etc.) please call Paula Peav at 510-238-3190 or log on to the following website <https://www.oaklandca.gov/services/active-closed-opportunities>.

Chrissie Love

Chrissie Love, Project Manger

ADDENDUM NO. 1 ACKNOWLEDGED:

Amy Oppen → 8/31/2020
 Signature of Bidder Date

**CITY OF OAKLAND
CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS
SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED**

The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative, including (but not limited to) the following:

TASK

COMPLETION DATE

1.

2.

3.

4.

5.

Consultant:

(Please Print)

(Signature)

(Date)

City Representative:

(Please Print)

(Signature)

(Date)

** Must be attached to signed Agreement

Request for Proposal: Investigation of Promotional and Hiring Practices at the Oakland Police Department

Respectfully Submitted by StoneTurn

August 31, 2020





1. Transmittal Letter

Privileged and Confidential

By Electronic Delivery

**CONFIDENTIAL / PUBLIC RECORDS ACT EXEMPT
CONTAINS TRADE SECRETS AND PROPRIETARY INFORMATION¹**

August 31, 2020

Chrissie Love, Project Manager
250 Frank H. Ogawa Plaza
Suite 6302
Oakland, CA 94612

RE: Investigation of Promotional and Hiring Practices at Oakland Police Department

Dear Ms. Love:

StoneTurn appreciates the opportunity to submit a response to the City of Oakland Police Commission’s (“the Commission”) Request for Proposal (“RFP”) for a professional services firm to examine a subset of the allegations raised by the Oakland Black Officers Association (“OBOA”) in their open letter of March 15, 2019, specifically, whether the Oakland Police Department’s (“OPD”) promotional and hiring practices since January 1, 2017, have had a racially discriminatory effect or were motivated by racial bias.

Our response outlines StoneTurn’s diverse expertise and experience that uniquely qualifies us to support the Commission effectively and efficiently. StoneTurn has a world-class team of national leaders in police reform with significant law enforcement, data analytics and social justice experience, who understand the needs and challenges that the Oakland Police Department face to ensure a bias-free workplace environment.

Our team of foremost experts in investigations, data analytics, police hiring, promotion practices, policy reform and the design and implementation of effective compliance programs can assist in bringing lasting change at this critical juncture. The StoneTurn team will conduct an impartial bias-free analysis to investigate the OPD’s policies and practices, and to interrogate the complaints of the OBOA. We will partner with designated police department leadership, local government personnel, and community representatives to understand the underlying issues, current situation, and areas for improvement. Our team is unique and diverse. We can seamlessly integrate data analytics to expertly and efficiently sift through large amounts of data to identify trends and anomalies and leverage our investigative, compliance and law enforcement experts to analyze the data and understand hiring and promotion practices that need to be remediated which will in fact to improve

¹ The information in this letter contains commercial and financial information about StoneTurn and its business that is privileged and confidential and is, therefore, exempt from disclosure under the California Public Records Act (Chapter 3.5 of Division 7 of Title 1 of the California Government Code). Such information, if disclosed, could adversely affect the financial and competitive position of StoneTurn and the normal conduct of its business operations. Accordingly, StoneTurn requests this document and all attachments be withheld if a demand for their disclosure occurs. In the event of such a demand, StoneTurn requests that the City of Oakland Police Commission give it prompt notice and an opportunity to be heard before disclosing information in this application.



policing and community program delivery as well. Working together, these teams can connect the dots to help deliver lasting and measurable policy change to both the Oakland community and its police department.

Yours sincerely,

Joshua Holzer

Joshua Holzer

Partner

+1 212 430 3406

jholzer@stoneturn.com

2. Project Team

About StoneTurn

StoneTurn, a global advisory firm, assists municipalities, companies, their counsel and government agencies with regulatory, risk and compliance issues, investigations, and business disputes. We serve our clients from offices across the U.S., U.K. and in Germany, Brazil and South Africa, assisted by a network of senior advisers around the world. StoneTurn's leaders—former partners and alumni of large public accounting, consulting and legal firms, and private and public sector organizations—chose a different professional services model. Our platform meets clients' fee constraints and demand for experts who value collaboration, prefer “hands-on” client service, and invest in long-term, trusted relationships. Since 2004, StoneTurn has worked with most of the Am Law 100 law firms and leading law firms in the U.K., nearly a third of Fortune 500 companies, and many federal, state, and local governments. The firm works on matters ranging from single-person staffing assignments to large global engagements.

The StoneTurn approach is to conduct independent analysis of the issues, in this case the hiring and promotion practices of OPD. We partner with designated police department leadership, local government personnel, and community representatives to understand underlying issues, the current state of affairs, and areas for improvement. When the scope calls for it, we expertly and efficiently connect communities and their departments to deliver a lasting and measurable impact. StoneTurn's team of experts review policies and procedures; review historic approaches and activities; create and approve plans to implement change; offer technical assistance; conduct community surveys and ethics and culture focus groups; maintain communication with stakeholders; and create compliance reporting.

As community leaders and as the police officers who worked with those communities, we understand that:

- **Assessing and improving** the City of Oakland's Police Department's hiring and promotion practices requires evaluating the community's unique needs, risks, resources, and culture.
- **Constructive conversations are needed.** Open dialogue and cooperation among community members, police leaders and elected officials is essential to develop a new framework for public safety efforts. Community's need a customized, cost-effective approach to **achieve meaningful change, including bias-free practices within the police department.**
- The desire to respond quickly should be balanced with an understanding of the issues, the correct approach, and the ability to maintain or develop the **appropriate controls and processes** for all stakeholders.
- An in-depth knowledge of historical policing practices, similar compliance reviews, federal and local laws, change management, data analytics, and **collaboration and communication** with diverse constituencies will have to deliver positive results.

Investigations

StoneTurn's team brings deep expertise in conducting investigations. Our professionals will work with communities and their police departments to review historic approaches and activities; create and approve plans to implement changes; offer technical assistance; and draft reports. Our experts have led investigations to promote integrity and efficiency, internal investigations, and have undertaken program reviews to improve and streamline processes and procedures.

Data Analytics

StoneTurn's Data Analytics experts analyze large and disparate data sets; create dynamic visuals and analytical models; and extract key insights most pertinent and relevant to the project. We help police departments incorporate and expand technology to improve department activities and training; use data to identify misconduct warning signs and flag them for review; analyze data for trends and anomalies; and connect different data sources.

Many police departments capture large amounts of data used for operational and reporting purposes. StoneTurn's Data Analytics team has deep experience effectively querying and efficiently analyzing existing department data to understand patterns and to answer questions required by third parties, including other government entities. Additionally, our Data Analytics experts can help identify more uses for department data and aid in production of further value and insights from that data. Where needed, StoneTurn's experts can work with departments to locate data gaps wherein data feeds are not being captured in their entirety or capture opportunities to enhance data feeds to optimize returns on the technology and systems capturing the data.

Among StoneTurn's Data Analytics skillsets are data science and applying statistical methods. These approaches can be useful to draw out trends, anomalies, or other forms of bias in the data. Experience in these areas is a critical differentiator for StoneTurn and allows our team to interpret datasets correctly and reveal hidden narratives based on causation not correlation.

Risk Assessments

We conduct community surveys and focus groups; actively listen to and communicate with stakeholders; and review policies and procedures. We add significant value by developing a deep understanding of the issues, identifying the correct approach, and designing, improving or maintaining the appropriate controls and processes. Our professionals are experts in proactively testing compliance controls to prevent misconduct by identifying root causes and implementing corrective measures.

Compliance Program Enhancement

We are well-versed in designing bias free personnel policies, policing practices, similar compliance reviews, federal and local laws, change management, data analytics, and collaboration and communication with diverse

constituencies. Our team can expertly and efficiently connect communities and their departments to deliver a lasting and measurable impact through program enhancements and training.

StoneTurn's Commitment to Social Justice

StoneTurn is committed to working with our clients to create meaningful and measurable social change. Assessing and improving our nation's police departments requires understanding each community's needs, risks, capabilities, and culture. StoneTurn brings a multidisciplinary team of experts who have experience navigating some of the most controversial and polarizing policing matters of our time. From police shootings and misconduct to life-altering, racially-based community upheaval, our team has been on the front lines. We understand the importance of considering competing viewpoints and have brokered positive, mutually agreeable resolutions, under the most trying circumstances. In this environment, these qualifications make us the right team to help you understand the basis for change and the path forward.

The StoneTurn Team, which includes experts in data analytics, community policing, community empowerment, law enforcement procedures and management, police misconduct investigations, and compliance controls, provides the requisite knowledge and experience to achieve positive change.

StoneTurn's Commitment to Diversity and Inclusion

StoneTurn has strong relationships with organizations focused on professionally developing minorities and women. Members of the StoneTurn team are active in these organizations, including the National Center for Justice, the Peace Project, Crown Heights Youth Collective, San Francisco Lawyers' Committee for Civil Rights, the Boston Bar Association's Women in White Collar Crime Institute, Women in Criminal Law, the South Asian Bar Association, the Women's White Collar Defense Association, New York Legal Assistance Group and the Women's Bar Foundation in Boston.

StoneTurn is committed to encouraging and supporting the employment of minorities and women and to reaffirming its practice to provide equal employment opportunities. For U.S.-based jobs, StoneTurn posts open requisitions to over 300 diversity organizations seeking candidates from different backgrounds. We encourage and support employment of minorities and women and provide equal opportunities in our employment practices. Women account for 37% of our senior level management team, and people of color account for 20%. For further information, please refer to the Diversity & Inclusion page on our website (<https://stoneturn.com/about-stoneturn/careers/diversity-inclusion/>).

Why StoneTurn?

StoneTurn's team of diverse professionals along with our expertise in police reform uniquely qualifies us to support the City of Oakland in this engagement.

Having been engaged in similar matters, our data analytics, compliance and law enforcement professionals are well-versed in collaborating and communicating with diverse constituencies to tell a story through data. Our team works to identify and collect large, complex sets of data to test and present actionable conclusions.

Through statistical modeling, StoneTurn analyzes disparate data sources to highlight important summary characteristics and bring focus to key areas of interest. Our analyses are frequently transformed into data visualizations or dynamic dashboards that allow the user to quickly explore large or complex datasets and assess the impact of various scenarios or assumptions. StoneTurn data analytics professionals also employ a range of machine learning and natural language processing techniques to help improve efficiencies, isolate key variables, and uncover relationships not readily apparent in the data not easily discernable by manual review. We are confident our team can expertly and efficiently obtain actionable input from multiple stakeholders and use it to appropriately improve policing and community programs in ways that lead to lasting and measurable effects.

3. Project Personnel

To achieve the Commission's goals and to provide the highest quality of service, StoneTurn will assign a team of highly skilled and experienced professionals with a deep background in police personnel practices, investigations, internal controls, law enforcement and data analytics. The team would be managed by strong leaders, closely overseeing the work of the team, with extensive first-hand experience and skills in the areas requested by the Commission. StoneTurn makes a conscious and concerted effort to foster collaboration among our professionals across geographies, service lines and levels. The net result is simple: **We staff the right people on each matter to ensure the best service delivery and outcome for the client.**

Our collective team has deep experience in examining and evaluating policing policies, including:

- Over a century of combined law enforcement experience, at the local and federal levels;
- Providing guidance in a crisis to bridge gaps within a community polarized by a fatal police shooting;
- Founding the "Peace Project," a humanitarian effort to support inner city youth internationally, which created many "Peace Zones;"
- Providing leadership to help quell the major disturbances and violence commonly known as the "Crown Heights Riots;"
- Overseeing NYPD Housing Bureau and School Safety Division, providing safety and security services to millions and leading thousands of officers;
- Establishing Florida's Citizen's Community Policing Institute, and a Domestic Violence Unit and Sexual Predator and Offender Unit in one Florida County; and
- Conducting organizational analysis and providing recommendations for the Ocala, FL Police Department.

In this response, we have provided information on StoneTurn's team, including the qualifications and experience that demonstrate how StoneTurn would meet the Commission's needs. Besides those presented below, other StoneTurn professionals may be called upon as subject matter requires or specific needs arise.

Professional highlights and relevant expertise for these individuals are presented below, and hyperlinks to their full biographies on the StoneTurn website.



[Richard Green, Senior Adviser](#)

Richard has a lifetime record of grass-roots community activism and social justice. His achievements are many and he has been recognized by multiple local and national organizations. Richard is widely recognized as the “go to” peacemaker in countless factional situations, including many police shootings which became flash points of concern and unrest in the communities.



[Carol E. Rasor-Cordero, Senior Adviser](#)

Carol has served in leadership roles in the public and education sectors for over 30 years. A veteran law enforcement professional and educator, she brings data research skills, training and development, project management, and leadership development experience to a wide variety of performance management and security consulting assignments, including the operational analysis of more than a dozen municipal police departments.



[Demosthenes Long, Senior Adviser](#)

Dr. Long, who holds an Ed.D, has a distinguished law enforcement career spanning over 30 years. He is a Clinical Professor in the Criminal Justice and Security department and a co-director of the graduate program in Homeland Security at Pace University. Before joining the faculty at Pace University, Dr. Long held multiple high-level law enforcement positions. He spent 21 years in the New York City Police Department, where he retired as an Assistant Chief. During his tenure at the NYPD, Dr. Long also served as the Commanding Officer of the Police Academy. In this role, he managed basic training for thousands of police recruits, and in-service training for uniformed officers, investigators, managers, and executives.



[Paul E. O'Connell, Senior Adviser](#)

Paul O'Connell has over 25 years of experience in Criminal Justice and Police experience. Specifically, he focuses on technical advice and training to municipalities regarding strategic planning, assessment, training, management, and safety performance measurements

**Patrick Timlin, Senior Adviser**

Patrick, a 22-year veteran of the New York City Police Department (NYPD), is the CEO of Silverseal, a corporate security consultancy. Before entering the private sector, he served as NYPD Deputy Commissioner of Operations. Earlier, he was given command of the Bronx after the fatal Amadou Diallo police shooting with the express mandate to repair fractured community relations. He achieved success through extensive outreach, community forums and establishing true community partnerships.

**Joshua Holzer, Partner**

Joshua brings over 20 years of public and private sector experience in compliance, risk assessment and mitigation, and investigations. A former U.S. government law enforcement official, Joshua held roles at several U.S. government agencies, including the U.S. Departments of Homeland Security (DHS), Commerce (DOC), and Justice (DOJ), and the U.S. General Services Administration.

**David Burroughs, Partner**

David brings nearly 30 years of law enforcement, public and private sector experience in fraud and forensic investigations, compliance and risk management, and monitorships. A 25-year veteran of the Federal Bureau of Investigation (FBI), he has supervised investigations into white collar crime, gang violence, financial fraud, money laundering and racketeering. He is exceptionally skilled in conducting interviews, uncovering evidence, and supervising teams to conduct extensive compliance reviews.

**Michael Costa, Managing Director**

Michael Costa has deep experience in financial services and data analytics. He has provided data analytics expertise to clients on matters involving remediation, monitorships, fraud investigations and valuation. Michael has experience working with government entities including the City of Naperville, Illinois and the City of Dallas, Texas. Working with the City of Naperville, he helped to update its geographic information systems (GIS) by building an application allowing users to interface with underlying database structures. Over 10 years later, the city still uses this application to identify the location of resident-generated requests and complaints.

4. Relevant Experience

Many of our matters involve StoneTurn teaming with counsel under the umbrella of the attorney-client privilege. Consequently, our ability to provide detailed information on our cases, individuals involved, or sample work product is limited. We have provided a list of representative cases that demonstrate our experience with matters involving compliance reviews and investigations of law enforcement agencies:

Compliance Reviews and Improvement Activities

StoneTurn partners have engaged in various compliance reviews and improvement activities, including general investigative services, sexual harassment investigative services and policy reviews, a compliance review of the inspector general's office, review of policies and procedures regarding implementation of retiree premium requirements, union election oversight and compliance assessments, and additional services as needed.

Abuse Allegation Investigations

Before joining the Firm, a StoneTurn Partner was the U.S. Department of Justice's lead investigator into allegations of mistreatment of individuals detained in connection with 9/11 investigations. The investigation resulted in recommendations regarding processes, oversight, conditions, and training. A public version of the report is available on the U.S. Department of Justice Office of the Inspector General's website.

Integrity Investigations, Remediation, and Training

StoneTurn partners have led investigations to promote integrity and efficiency, and deter fraud in U.S. government operations, and engaged in program reviews to improve and streamline processes and procedures. Our professionals have also conducted internal investigations and taken actions to bolster compliance programs, including preparation and delivery of training.

Data Analytics to Support Law Enforcement False Time Reporting Investigation

In the wake of high-profile allegations of financial misconduct at a law enforcement agency, StoneTurn evaluated internal controls and used forensic data analytics across disparate data sets, to test historical pay reporting transactions for potential misconduct and identify indicators of possible fraudulent, abusive, or wasteful conduct. Data was used to create risk scores on each timekeeper for review and follow-up by internal affairs. Custom algorithms allowed for the comparison of time entries, radio dispatch log data, building access data, and summons issuance activity to corroborate time reporting and highlight any anomalies. The related report is publicly available on the website of the Office of the Vermont State Auditor.

5. Project Approach and Organization

Assessing and improving OPD’s promotional and hiring practices will require an understanding OPD’s needs, risks, capabilities, and culture. StoneTurn brings a multidisciplinary team of experts to help understand the basis for change and the path forward. The StoneTurn team, which includes subject matter experts and data analytics specialists, provides the requisite expertise to achieve these goals. We are well-versed in policing practices, monitorships, federal and local laws, change management, data analytics, and collaboration and communication with diverse constituencies. Our team can expertly and efficiently improve police department’s compliance programs and have a lasting and measurable effect.

Scope of Services

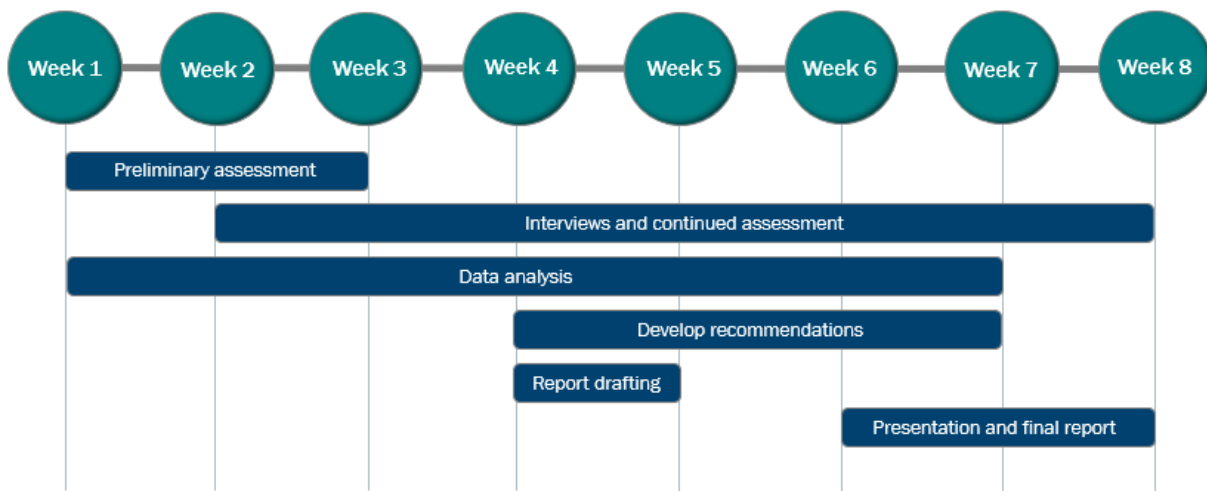
Our review will begin with preliminary information gathering to gain an understanding of the department’s organization and policies. We will then prepare a detailed work plan, which we will refine. The scope of work will include a comprehensive investigation of promotional and hiring practices within the OPD. It will also include a written report and public presentation to the Police Commission at the conclusion of the investigation detailing whether any intentional discrimination was found, and what changes could be made to the promotional and hiring system to eliminate such impacts and/or discrimination, and to further advance the City of Oakland’s goal of achieving racial equity.

Our work plan will include:

Proposed Timing (Weeks)	Details	Proposed Hours
1-2	Assess and monitor OPD’s internal operations, policies, procedures, and practices to detect the presence of implicit bias and systemic racial bias. <ul style="list-style-type: none"> • Review policies and procedures and other relevant documents, including but not limited to OPD’s promotional, hiring, and termination processes • Review all current testing materials and methodologies, including written examinations, oral interviews, and exercises (such as in-basket exercises), and all answer keys, rubrics, and grading materials • Review OPD internal process for annual employee reviews <ul style="list-style-type: none"> ○ Police performance appraisal is one of the most important components of law enforcement management affecting the quality of the services a department delivers, as well as the satisfaction of its employees. Conducting the performance appraisal process in an effective and equitable manner is crucial to its success and validity 	60

Proposed Timing (Weeks)	Details	Proposed Hours
2-8	<p>Assess compliance with existing policies and procedures, and other relevant police reform policies initiated by the OPD</p> <ul style="list-style-type: none"> • Conduct interviews (virtually and/or in-person) with at least: <ol style="list-style-type: none"> 1. Oakland Chief of Police 2. Oakland Police Department Employees (as needed) 3. Oakland Police Commission Chair 4. Oakland Police Review Agency Executive Director 5. Oakland Black Officers Association 6. Other city officials or administrators 7. Additional community leaders/stakeholders • Conduct internal OPD focus groups by gender, race, and rank to gain an understanding of the processes leading to discrimination • Obtain and review other documents, source data, and/or information as needed to aid in developing a detailed understanding of all promotional and hiring practices • Conduct further on-site assessments, as needed 	60
1-7	<p>Conduct a data-driven forensic analysis to identify potential bias or discrimination that may be systematically embedded in recruitment, hiring or promotion, including a review of:</p> <ul style="list-style-type: none"> • Resources and processes for continually analyzing and interpreting available data • Training curricula and materials <ul style="list-style-type: none"> ○ Equitable availability premier training ○ Balanced focus of academy training and field training • Career development opportunities • Internal Affairs • Disciplinary framework, actions, efficacy, and transparency • Determine the impact on Black employees and applicants. Review and compare the results of any previous audits on racial bias in OPD. Identify the areas where bias will need to be addressed through specialized training 	100
4-7	<p>Develop recommendations for best practices toward establishing fair and unbiased methods for recruiting, training, and promoting with the OPD</p> <ul style="list-style-type: none"> • Promotional processes that reflect job and task analyses for the position • Testing criteria that screens for job attributes and while eliminating loaded or biased metrics 	100
4	Draft preliminary report and presentation	30

Proposed Timing (Weeks)	Details	Proposed Hours
6-8	Present findings and recommendations for enhancements to the OPD, with written materials to follow <ul style="list-style-type: none"> Prepare conclusion on whether disparate impact or intentional discrimination was found and recommendations for enhancements eliminate such effects, and to further the advancement of the City of Oakland’s goal of achieving racial equity Prepare recommendations for enhancements that eliminate racial and implicit biases in recruitment, hiring and promotion strategies, policies, procedures, and practices Release a final written report with recommendations	50
Total	Phase 1: Weeks 1-8 Above	400 Hours



Ensuring Sustainable Improvement

If the initial term of the award is extended, we propose these additional activities:

Gap Analysis

- Conduct compliance reviews and audits to determine whether the police departments are enforcing policies, procedures, orders, and directives implemented to comply with an enhanced program.

Implement Policies & Procedures

- Conduct a comprehensive assessment addressing up-to-date compliance and progress, as well as outcomes and the possible need for modifications;
- File written reports addressing the status of compliance, and publish the reports to the public; and
- Initiate meetings with other stakeholders, including members of the department and their collective bargaining representatives.

6. References

Linda Lambert, CPA, CISA
Vermont State Auditor’s Office
 802-828-0796
 lind.lambert@vermont.gov
 132 State Street
 Montpelier, VT 05633
 Business Relationship: Previous Engagement(s)

Dermot Shea
Police Commissioner, City of New York
 646-610-5410
 dermot.shea@nypd.org
 1 Police Plaza
 14th Floor
 New York, NY 10038
 Business Relationship: Former Colleague

Kent Guinn
Mayor, Ocala Florida
 352-629-2489
 110 SE Watula Ave
 Ocala, FL 34471
 Business Relationship: Previous Engagement(s)

7. Proposed Fee and Billing Rates

StoneTurn typically bills for its services on a time and materials basis. Given the type of engagement and allocated budget, we are submitting a proposed fixed fee of \$147,500 for the Scope of Services identified above. Our fees are not contingent upon any particular outcome or result. If additional work arises, we are open to exploring adjustments to the scope and fees and work through alternative fee arrangements with you.

We typically bill for all reasonable out-of-pocket expenses, including, but not limited to, travel, shipping, and large volume photocopying. Again, given the RFP requirements, a fixed-fee amount has been provided above.

Our current hourly rates are:

PROFESSIONAL LEVELS	HOURLY RATE RANGES
Partner	\$425 - \$800
Managing Director / Senior Adviser	\$350 - \$550
Manager	\$300 - \$400
Senior Consultant	\$250 - \$325
Consultant	\$225 - \$300



Richard E. Green

M.A., B.A.

Senior Adviser

T: +1 718 756 7600
E: rgreen012@aol.com

New York
17 State Street
2nd Floor
New York, NY 10004

Richard Green has a lifetime record of grass-roots community activism and social justice. His achievements are many and he has been recognized by multiple local and national organizations.

Richard is widely recognized as the “go to” trouble shooter and peacemaker in countless factional divisions, including many police shootings, which became flash points of concern and unrest in the communities.

Richard organized education cadres to visit prisons and assist prisoners in need of services in the aftermath of the Attica-Rebellion. This led to the formation “The College in The Wall” program, which expanded to many institutions.

He founded the multi-dimensional Crown Heights Youth Collective, which has helped over 95,000 youth. “The Collective” teaches youth social justice and the importance of commitment to their families and community. Many of its participants have graduated from college and obtained employment in Fortune 500 firms and public service institutions.

Richard held a senior community leadership role to quell the major disturbances and violence commonly known as the Crown Heights Riots. He also founded the “Peace Project” to bring a renewed consciousness to the conditions facing inner city youth internationally. He also created many “Peace Zones.”

Education

M.A., African Studies, SUNY
New Paltz

B.A., Political
Science/Philosophy, Cum
Laude, Marist College

Richard served honorably in Vietnam with the U.S. Marine Corps and was decorated six (6) times.

AWARDS AND RECOGNITIONS

- The Outstanding Leadership Award - National Council of Negro Women
- Giant Steps Award – Northeastern University Center for the Study of Sports in Society
- Unity Recognition Award (for creating an exchange program between the United States and Africa) – Amadu Bello University, Nigeria,
- Nelson Mandela Award – Jackie Robinson School
- Man of the Year Award – African People Christian Organization
- Racial and Ethnic Unity Award – Brooklyn Borough President Award
- Outstanding Leadership Award - Association of Caribbean Artists
- Community Service Award – National Association of Negro Business and Professional Women
- Community Worker Award – Medgar Evers Radio
- Youth Leadership Award – United Democratic Club
- Peacemaker of the Year Award – St. Francis/St. Blaise Parish
- Featured as “Person of the Week” on ABC World News Tonight

PUBLICATIONS

- *Cosmic Chants*, a collection of original poetry and photography



Carol E. Rasor-Cordero

Ph.D., M.A., B.A.

Senior Adviser

New York
17 State Street
2nd Floor
New York, NY 10004

Carol E. Rasor-Cordero has served in leadership roles in the public and education sectors for more than 30 years. A veteran law enforcement professional and educator, she brings data research skills, training and development, project management, and leadership development experience to a wide variety of performance management and security consulting assignments, including the operational analysis of more than a dozen municipal police departments.

Her expertise includes providing extensive data-driven research and analysis, as well as technical assistance, to law enforcement agencies to improve their effectiveness and efficiency through the application of best practices in the field. Carol is well known for conducting training needs assessments and developing targeted programs based on quantitative and qualitative analyses detailing the performance of law enforcement agencies. She is experienced in developing written reports documenting this analysis and providing recommendations for organizational change and improvement.

Carol is a Senior Consultant and Researcher with the Center for Public Safety Management (CPSM), which provides public safety technical assistance and training for the membership of the International City/County Management Association (ICMA), a nonprofit professional association of local government managers. In this capacity, she has worked on more than a dozen police department reviews, mostly as Team Leader.

Education

Ph.D., University of South Florida

M.A., University of South Florida

B.A. University of South Florida

An Associate Professor, Carol contributed to creating the first online curriculum in Florida for a Bachelor in Applied Science in Public Safety Administration at the College of Public Safety Administration, St. Petersburg College in St. Petersburg, Florida, where she has been a faculty member for more than a decade. She also launched and directed a Gang-Related Investigations specialty track at the College within its Criminal Justice Technology program. Carol has testified before the Florida Congressional Committee on Criminal Justice regarding gang growth, activity and the need for targeted education programs for law enforcement. As a result of her experience working and researching gangs, she designed and delivered a seminar format for a Gang Reduction Statewide Summit in Tallahassee on behalf of the Florida Attorney General's Office.

Carol has extensive experience in team management and crisis responsiveness having developed emergency operations response and crisis teams during her tenure as Shift Commander (Patrol Operations Bureau) and Lieutenant (Judicial Operations Bureau) in Pinellas County, Florida. Earlier, Carol spent 10 years in the Law Enforcement Training Section as a Sergeant, and later a Lieutenant, where her increasingly responsible roles included instructor, manager, certified high-liability instructor and, ultimately, supervisor for training programs of 800 law enforcement officers. She was certified as a firearms instructor, defensive tactics instructor and police driving instructor. She served as a member and then team leader of the Hostage Negotiation Team. She established the agency's Crisis Intervention Team.

During her tenure as Commander of the Community Services Division in Pinellas County, Carol managed community policing, which grew by 300%, and cultivated community partnerships, establishing the Citizen's Community Policing Institute. She established the Domestic Violence Unit, and the Sexual Predator and Offender Unit. She also served as the agency's training adviser. She was instrumental in helping transform the Pinellas County Police Academy from a vocational curriculum to one that offered college accreditation at St. Petersburg College.

Carol retired from a laudable 25-year career in law enforcement in Pinellas County, Florida, where she was well respected for her commitment to best practices, her development of exceptional training modules and her insights into community needs. She was able to effectively communicate with diverse stakeholders and is skilled in collaborating with community representatives to help create environments to initiate change and build stronger bonds with law enforcement.

PREVIOUS EXPERIENCE

- Center for Public Safety Management (CPSM), Team Member, Operational Analysis of the Upper Providence Police Department, Pennsylvania, 2020 (in progress)
- CPSM, Team Leader, Operational Analysis and Security Analysis for the City of Parkland, Florida, 2019
- CPSM, Team Leader, Operational Analysis of the Roswell Police Department, Georgia, 2019
- CPSM, Team Leader, Operational Analysis of the Alpharetta Police Department, Georgia, 2019
- CPSM, Team Leader, Operational Analysis of the Matthews Police Department, North Carolina, 2019
- CPSM, Team Member, Operational Analysis of the Milpitas Police Department, California, 2019

- CPSM, Team Leader, Operational Analysis of the Sugarland Police Department, Texas, 2018
- CPSM, Team Member, Operational Analysis of the Marysville Police Department, Washington, 2018
- CPSM, Team Leader, Operational Analysis of the City of Las Vegas Department of Public Safety, Nevada, 2018
- CPSM, Team Leader, Operational Analysis of the Roselle Police Department, Illinois, 2017
- CPSM, Team Leader, Operational Analysis of the New Braunfels Police Department, Texas, 2017
- CPSM, Team Leader, Operational Analysis of the Coconut Creek Police Department, Florida, 2017
- CPSM, Team Leader, Operational Analysis of the Brentwood Police Department, Missouri, 2017
- CPSM, Team Leader, Operational Analysis of the Wauwatosa Police Department, Wisconsin, 2016
- CPSM, Team Leader, Operational Analysis of the Motts Community College Police Department, Michigan, 2016
- CPSM, Team Leader, Operational Analysis of the Dunn County Sheriff's Department, Wisconsin, 2016
- CPSM, Team Leader, Operational Analysis of the Dover Police Department, Delaware, 2016
- CPSM, Team Leader, Operational Analysis of the Anniston Police Department, Alabama, 2016
- CPSM Team Leader, Operational Analysis of the Sandy Springs Police Department, Georgia, 2015
- Bureau of Justice, Washington, DC, Training Needs Assessment for Narcotics Unit, Atlanta Police Department, 2008
- Patrol Operations Bureau, Pinellas County, FL, 2005-2006
- Judicial Operations Bureau, Pinellas County, FL, 2002-2005
- Patrol Operations Bureau, Community Services Division and Law Enforcement Training Sections Pinellas County, FL, 1988-2002
- Patrol Operations Bureau, Corporal, Detective, Deputy Sherriff, 1981-1988

PROFESSIONAL AFFILIATIONS / OTHER

- National Academy of Criminal Justice
- Center for Public Safety Management (CPSM)
- Police Executive Research Forum (PERF)
- Leadership Pinellas
- International City/County Management Association
- Veterans Counseling Veterans, Board Member

PUBLICATIONS

- Gangs are Schooled...But are they ready for an investigator with a degree? In The Coalition - The National Narcotic Officers Association Coalition, Winter 2009, Vol. 13, No. 1
- Three-part Technical Assistance Report for the Bureau of Justice Assistance, National Training and Technical Assistance Initiative, "Assessment of the Training Needs of the Atlanta Police Department, Criminal

Investigations Division, Special Enforcement Section,” (Grant 2005-DD-BX-K053, No.98), May 2008, October 2008, November 2008

PRESENTATIONS

- “Ethical and Moral Obligations During an Active Shooter Incident,” Active Shooter Incidents in Hospitals and Healthcare Settings Conference, All Children’s Hospital, Metropolitan Medical Response System and St. Petersburg College, November 12, 2014
- “How to Turn a Monumental Community Collaboration into a Manageable One,” the Community Anti-Drug Coalitions of America (CADCA) 19th Annual National Leadership Forum, Washington DC, February 2009
- “2005 Critical Incident,” Florida Association of Hostage Negotiators State Conference, Altamonte Springs, Florida, June 2006
- “An Evaluation of the National Justice Based After School Pilot Program,” National Academy of Criminal Justice Sciences, 40th Annual Meeting, Boston, Massachusetts, March 2003
- “Community Policing Issues for Supervisory Personnel,” New Jersey Regional Community Policing Conference,” December 1999
- “Community Policing Issues for Supervisory Personnel,” Colorado Regional Community Conference, Denver, Colorado, November 1999
- Moderator, “Community Policing Issues,” Suncoast Chapter of the American Society for Public Administration Conference, Saint Petersburg, Florida, October 1999
- “The Managerial Buy-In,” Southeastern Community Oriented Policing Educational Institute (SCOPE) Policing Conference, Knoxville, Tennessee, July 1998
- “The Managerial Buy-In,” Police Executive Research Forum 9th Annual International Problem Oriented Policing Conference, San Diego, California, October 1998
- Panelist, “The Future of Crime Prevention,” Office of the Attorney General, Florida Crime Prevention Training Conference, Clearwater, Florida, October 1998

SELECT PROFESSIONAL EXPERIENCE

- Developed customized general order manual for Treasure Island Police Department
- Developed customized general order manual for Marco Island Police Department
- Designed and delivered community policing training to representatives from more than 35 law enforcement agencies throughout Florida
- Created three-part Community Policing Management Training delivered throughout Florida to mid- and executive-level leaders
- Served as a consultant for the Bureau of Justice Assistance, Washington, DC, Training Needs Assessment for

-
- Narcotics Unit, Atlanta Police Department
 - Worked closely as subject matter expert with Florida Department of Law Enforcement, curriculum maintenance system workshop to thread community policing through basic recruit curriculum
 - Developed brain injury prevention program for State of Florida law enforcement agencies
 - Contracted as curriculum evaluator for community policing curriculum developed by Florida Regional Community Policing Institute of Florida
 - Created course for Southeastern Public Safety Leadership Institute at St. Petersburg College, “Evolving Leaders in a Changing World”
 - Designed 6-part law enforcement training seminar qualifying for six upper division credits for the bachelor’s degree program through experiential learning;
 - Subjects included Leadership and Management, Organizational Behavior; Administrative Law; Community Relations, Managing Patrol & Specialized Units, and Research Practicum
 - Served as project evaluator for multicultural diversity training for judges and court personnel project
 - Trained all facilitators of the statewide working committee for the Florida Attorney General’s Statewide Gang Reduction Summit, December 13, 2007, Tallahassee, Florida
 - Served as a program consultant and designed the program platform for multiple, simultaneous sessions
 - for the Florida Attorney General’s Gang Reduction Statewide Summit, December 19-20, 2007, Tallahassee, Florida
 - Served as a national evaluator for the project “An Evaluation of the National Justice Based After School Pilot Program,” Office of Community Oriented Policing Services, U.S. Department of Justice, 2002
 - Designed and presented leadership seminar for law enforcement women at Clearwater Police Department
 - Served as project evaluator for multicultural diversity training for judges and court personnel project



Patrick Timlin

J.D., B.S.

Senior Adviser

T: +1 347 497 1700

E: ptimlin@silverseal.com

New York

17 State Street

2nd Floor

New York, NY 10004

Patrick Timlin, a Senior Adviser with StoneTurn, has deep expertise in organizational analysis and development, leadership training, community outreach, government affairs, ethical law enforcement, security services program development and complex investigation. He is currently the Chief Executive Officer at SilverSEAL Corporation, a corporate security consultancy.

Education

J.D., New York Law School

B.S., St. Francis College

A 22-year veteran of the New York City Police Department (NYPD), Patrick has proven expertise and a passion for Community - Police relations. His police career has been spent in leadership in multiple diverse communities, and he is gifted in building trust with disenfranchised populations.

Patrick co-chaired the reengineering of NYPD's Domestic Violence Program, where he gained the confidence and consensus of victims, advocates and stakeholders. He also performed reviews/implemented best practices of Youth at Risk programs in the NYPD.

Patrick conducted organizational analysis and provided recommendations for the Ocala, FL Police Department. Additionally, he conducted organizational analysis of multiple police and defense organizations in the Mid-East and provided program development, implementation and sustainment staffing and controls.

Patrick is a member of the New York State Bar.

StoneTurn.com

StoneTurn

PREVIOUS EXPERIENCE

- Chief Executive Officer, SilverSEAL Corporation
- SVP, Corporate Security Director, Brookfield Properties
- Principal, Timlin Advisors, LLC
- Chief Executive Officer, MSA Security
- Deputy Commissioner of Operations, New York City Police Department
- Director of Security, Clinton Group, Inc.
- Assistant Chief, New York City Police Department

PROFESSIONAL AFFILIATIONS / OTHER

- Member of the New York State Bar



Paul E. O'Connell

Ph.D., J.D.

Senior Adviser

T: +1 203 770 0585

E: poc.llc@att.net

New York

17 State Street

2nd Floor

New York, NY 10004

Paul O'Connell has more than 25 years of experience in Criminal Justice and Police experience. Specifically, he focuses on technical advice and training to municipalities regarding strategic planning, assessment, training, management, and performance measurement in the field of safety.

As a professional consultant, Paul has provided municipalities with technical and management assistance, training, and information resources in the areas of performance measurement, strategic planning, ethics education and training. He has rendered such services to scores of municipalities in 31 U.S. states, including in-depth analyses of:

- Logistics/operations;
- Internal policies and procedures (with particular emphasis on high-risk/low-frequency topics such as use of force);
- Internal and external communications;
- Staffing levels;
- Performance measurement and benchmarking;
- Strategic planning capabilities; and
- Training and integrity-management needs.

Paul is currently a professor at Iona College where he teaches undergraduate and graduate courses in criminal justice. He previously served as chief administrator of Iona's two undergraduate criminal justice programs and the graduate criminal justice

Education

Ph.D. Criminal Justice (Public Management), City University of New York

J.D., St. John's University School of Law

M. PhI., MPA, City University of New York

B.A History, St. John's University

program where he recruited, supervised and evaluated all full time and adjunct faculty (approximately 14 professors); supervised all undergraduate internships; supervised returning adults program; performed graduate thesis advisement; supervised and conducted independent study and distance learning programs; served as liaison with the college's Honor's Programs and all administrative committees and sub-committees; coordinated all hiring and addressed all budgetary concerns for the department; scheduled all courses each semester; and developed and revised all graduate and undergraduate curricula. He previously served as a senior administrator in the College's School of Arts and Science.

Paul served as a trial attorney at Cummings & Lockwood prior to his teaching and consulting roles. He started his career as a police officer with the New York City Police Department.

PROFESSIONAL AFFILIATIONS / OTHER

- Member of the *Fulbright Academy of Science and Technology*
- Member of the *American Society for Public Administration (ASPA)*
- Member of the *International Association of Directors of Law Enforcement Standards and Training (IADLEST)*
- Member of the *Academy of Criminal Justice Sciences*
- Member of the *Northeastern Association of Criminal Justice Studies*
- Former member of the Connecticut Trial Lawyers' Association; the Stamford Regional Bar Association; the American and New York State Bar Associations; the Connecticut Health Lawyers' Association; and the Connecticut Defense Lawyers' Association.

AWARDS AND RECOGNITIONS

- Fulbright Specialists Program, Council for International Exchange of Scholars (CIES) – (May, 2019 - present). Approved candidate (Public Administration).
- Appointed (2015- 2018) as a member of the Peer Review Committee, Fulbright Specialists Program, Council for International Exchange of Scholars (CIES). Serve as peer reviewer for Fulbright applicants in the field of public administration. Responsible for assessment and recommendation of candidates.
- Fulbright Grant Award (September, 2010) Performed research, teaching and consultation services to the Turkish National Police (TNP), Ankara, Turkey. Invited to return during 2015 to assist the TNP in the development of a nation-wide performance assessment system.
- Fulbright Specialists Program, Council for International Exchange of Scholars (CIES) – (December, 2009-January 2015). Approved candidate (Public Administration).
- Member of the Advisory Board of the International Journal of Traffic and Transportation Safety. (2013-present)

- Commissioner's Community Service Award (August 2008) Presented by the Commissioner-Sheriff of the Westchester County Department of Public Safety for service to the department and the people of Westchester County.
- *Visiting Professor* to the Westchester County (New York) Police Department, Police Academy (2007-2008). Retained to deliver a series of lectures to recruits and in-service training personnel.
- *Visiting Scholar* (May, 2003) to the Michaelian Institute for Public Policy and Management, White Plains, NY.
- Grant Recipient from the IBM Endowment for the Business of Government (2001). \$15,000 grant to support research into the diffusion and proliferation of the Compstat model of police management.
- Recipient of CUNY John Jay College of Criminal Justice Arthur Niederhoffer Memorial Fellowship (1999) for outstanding academic achievement in the Criminal Justice Doctorate Program.
- Iona College's Collegium fellowship (Summer 1996). Collegium is a national organization of Catholic colleges and universities whose mission is to articulate and expand the vision of the Catholic intellectual tradition.

PREVIOUS EXPERIENCE

- International City/County Management Association (ICMA); Center for Public Safety Management, Senior Associate, Public Safety Management Consultant at the *Center for Public Safety Management* (CPSM) (January 2009 – Present)
- Police Operational Consultants, LLC, Founder and Managing Partner (September 1997 – Present)
- Iona College, New Rochelle, New York
 - Professor (June 2008 – Present)
 - Associate Professor of Criminal Justice (September 2000 – June 2008)
 - Assistant Professor of Criminal Justice (June 1994 – September 2000)
 - Department Chair (June 1996 – June 1999; August 2007 – July 2010)
 - Pre-Law Coordinator, School of Arts and Science (1995-1998; 2002 – 2005)
 - Associate Dean, School of Arts and Science (July 2005 – August 2007)
 - Chief Justice Iona College Student/Faculty Court (1999 – 2005; 2008 – 2016)
- Cummings & Lockwood, Trial Attorney, Litigation Department (September 1989 - August 1994)
- New York City Police Department
 - Police Officer (1981-1989)
 - Curriculum Coordinator, In-Service Training Unit (1986-1989)
 - Law Instructor, NYPD Police Academy, Recruit Training School (1984-1985)
 - Patrol Officer, 17th Precinct, Manhattan, New York (1982-1984)



Demosthenes M. Long

Ed.D., J.D., M.A.

Senior Adviser

E: dlong@pace.edu

New York

17 State Street

2nd Floor

New York, NY 10004

Demosthenes (Monte) M. Long has served in leadership roles in the public, private and education sectors for more than 35 years. As a law enforcement veteran, he brings his experience as an operational specialist in crime control strategies, organizational structure, police training, policy reforms, security risk management, compliance reviews and monitoring to organizations facing court-ordered mandates requiring leadership, management and operational training.

For private sector clients, his expertise relates to raising awareness of organizational, operational and support issues and improving personnel training and community engagement. His investigative work includes conducting interviews and field audits as well as evaluating law enforcement practices, such as those involving community policing, de-escalation techniques and crisis intervention.

Monte currently serves on the federal monitoring team, established in 2013, to oversee the New York Police Department's (NYPD) compliance and court-ordered reforms relating to "stop, question, and frisk and trespass enforcement in public housing and private housing enrolled in the NYPD's Trespass Affidavit Program," a post to which he was appointed in 2017. He is a Senior Associate of the Center for Public Safety Management (CPSM), which provides public safety technical assistance and training for the membership of the International City/County Management Association (ICMA), a non-profit professional association of local government managers. Monte has worked

Education

Ed.D, St. John Fisher College

J.D., New York Law School

M.A., John Jay College of Criminal Justice

B.S., John Jay College of Criminal Justice

with CPSM team members on seven comprehensive assessment projects of municipal police departments. From 2016 - 2017, Monte worked with T&M Protection Resources and assisted the Virgin Islands Police Department, which was subject to a Federal court consent decree, to develop entry-level and in-service training lesson plans relating to the use of force training.

In 2011, Monte began teaching at Pace University as an Assistant Professor in the Department of Criminal Justice and Security. Monte left Pace University in 2013 to assume the position of Director of Operations in the Department of Public Safety at Columbia University, where he developed training programs, conducted compliance reviews and audits and collaborated with community members in developing protocols and procedures to improve security and safety on the Morningside Heights campus. Monte returned to Pace University in 2016 as a Clinical Professor.

In 2005, he was appointed the First Deputy Commissioner of the Westchester County Department of Public Safety, where he remained for five years, directing training and administering daily support functions. Previously, Monte worked as the Director of Corporate Security for one of the largest public utilities in the Northeast, responsible for over 200 facilities and more than 12,000 employees.

Before entering the private sector, Monte had a distinguished 30-year career with the New York Police Department retiring in 2002 as Assistant Chief. He served for more than seven years in the command level, executive level and other leadership positions with the NYPD. During this time, he was the Commanding Officer of the New York Police Academy for three years, responsible for the training of thousands of recruits and in-service training for officers, investigators and executives at the NYPD.

Monte earned his B.S., J.D. and Master's degrees while also working at the NYPD. He completed a Doctorate in Education in 2012.

PROFESSIONAL AFFILIATIONS / OTHER

- Police Executive Research Forum (PERF), Member
- Senior Associate, Center for Public Safety Management (CPSM)

SELECT PROFESSIONAL EXPERIENCE

- Appointed to the Federal Monitoring Team for the NYPD
- Served on the compliance reform team of T&M Protection Resources at assist the Virgin Islands Police Department
- Served as Deputy Commissioner/Undersheriff Westchester County Public Safety Department
- Conducted oversight of the Civil Unit, Taxi and Limousine Commission and The Office of STOP-DWI

- Reviewed existing training protocols, developed and delivered leadership training and remedial training modules for the Public Safety staff of Columbia University
- Directed a \$20 million capital project to enhance physical security at corporate facilities
- Served as Assistant Chief, NYPD
- Served as Commanding Officer, NYPD Police Academy
- Served as Commanding Officer, School Safety Division, NYPD
- Served as Commanding Officer, Office of Deputy Commissioner Community Affairs, NYPD
- Served as Executive Officer, Office of the First Deputy Commissioner, NYPD
- Served as Executive Officer, 47th Precinct, NYPD
- Served as Supervisor of Patrol in 17 Bronx Precincts, Transit Districts and Housing Police commands, NYPD

PREVIOUS EXPERIENCE

- Department of Criminal Justice and Security, Pace University, 2016-Present
- Department of Public Safety, Columbia University, 2014-2016
- Department of Criminal Justice and Security, Pace University, 2011-2013
- Westchester County Department of Public Safety, Division of County Police, 2005-2010
- KeySpan Corporation, 2002-2004
- New York Police Department, 1981-2002



Joshua Holzer

JD, CFE

Partner

T: +1 212 430 3406

E: jholzer@stoneturn.com

New York City

17 State Street

2nd Floor

New York, NY 10004

Joshua Holzer, a Partner with StoneTurn, brings more than 20 years of public and private sector experience in compliance, risk assessment and mitigation, and investigations. As an international trade expert, Joshua draws on his work as in-house counsel, in government, and in private practice to help clients proactively and reactively design innovative solutions to identify and manage risk.

Skilled at developing and implementing compliance solutions for a global business environment, Joshua offers a unique, practical understanding of international trade laws and regulations, including economic sanctions handled by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); export controls under the jurisdiction of the U.S. Department of Commerce's Bureau of Industry and Security (BIS) and the U.S. Department of State's Directorate of Defense Trade Controls (DDTC); and import matters overseen by U.S. Customs and Border Protection (CBP). He also assists clients in navigating matters involving the U.S. Committee on Foreign Investment in the United States (CFIUS), U.S. national security concerns, and U.S. government contracting. Joshua has created and enhanced compliance programs worldwide; conducted internal investigations; and performed due diligence in connection with complex mergers and acquisitions.

Joshua joined StoneTurn from Pfizer, where he served for nearly a decade as the Chief Counsel for Global Trade. There, he led the design and execution of global compliance protocols to mitigate risks associated with the movement of medicine to more than 175

StoneTurn.com

Education

JD, Brooklyn Law School

BA, Law; State University of New York at Albany

Practice Areas

Compliance and Monitoring

Anti-Corruption

International Trade
Compliance

Monitorships

Regulatory Inquiries

Risks & Controls

Investigations

Anti-Corruption

Anti-Money Laundering

Due Diligence

Financial Fraud

Languages

Spanish

StoneTurn

countries. Joshua also provided primary legal support for the sale and donation of Pfizer vaccines to strategic non-governmental health partners.

A former U.S. government law enforcement official, Joshua held roles at several U.S. government agencies, including the U.S. Departments of Homeland Security (DHS), Commerce (DOC), and Justice (DOJ), and the U.S. General Services Administration. In these roles, he focused on the enforcement of export controls and economic sanctions laws, and led investigations to promote integrity and efficiency, and deter fraud in U.S. government operations. In private practice, Joshua represented domestic and international companies, on regulatory and criminal matters related to a wide variety of government investigations and enforcement actions.

A Certified Fraud Examiner (CFE), Joshua is a member of the New York State and District of Columbia bars. He has received several awards for his work, including Pfizer's first General Counsel Award for Innovation, the U.S. Department of Commerce's Gold Medal Award for Distinguished Performance, and Special Service Awards from the Inspector General at both the U.S. Department of Justice and the U.S. General Services Administration.

PROFESSIONAL AFFILIATIONS / OTHER

- Member, New York Bar Association
- Member, American Bar Association
- Member, Association of Certified Fraud Examiners
- Member, Federal Law Enforcement Officers Association



David C. Burroughs

Partner

T: +1 212 430 3454
M: +1 917 993 1630
E: dburroughs@stoneturn.com

New York
17 State Street
2nd Floor
New York, NY 10004

David C. Burroughs, a Partner with StoneTurn, brings nearly 30 years of law enforcement, public and private sector experience in fraud and forensic investigations, compliance and risk management, and monitorships.

A 25-year veteran of the Federal Bureau of Investigation (FBI), he has supervised investigations into a broad range of allegations, including white collar crime, gang violence, financial fraud, money laundering and racketeering.

A seasoned investigative strategist and tactician, David has managed scores of assignments involving alleged violations of state, federal and international law. He successfully brings discretion into the workplace, allowing for deep dive investigations to proceed without disrupting business-as-usual activity. He is exceptionally skilled in conducting interviews, developing evidence and supervising teams to conduct extensive compliance reviews. David's decades-long experience working within the judicial system informs his ability to assist clients in developing case-ready materials for presentation to law enforcement, if required.

Prior to joining StoneTurn, David was Senior Managing Director at Lemire LLC, a firm specializing in compliance, risk and investigative matters. At Lemire, David supervised large-scale teams of forensic accountants, investigators and analysts for the firm's public and private sector clients. He oversaw the monitorship team of a Swiss bank on behalf of the New York State Department of Financial Services (DFS) and is lead investigator and liaison for the federal monitorship of a 20,000-member construction union. His supervisory investigative expertise encompasses compliance reviews,

StoneTurn.com

Education

B.A., Monmouth University

Practice Areas

Compliance & Monitoring

Construction Integrity
Monitoring

Investigations

Anti-Corruption

Anti-Money Laundering

Due Diligence

Workplace Harassment
Investigations

StoneTurn

including one case involving allegations related to organized crime involvement in the waste hauling industry on behalf of the New York City Business Integrity Commission. In the private sector, David has conducted numerous cyber and forensic accounting reviews on behalf of corporate clients that suffered significant financial losses.

Prior to working in the private sector, David served in several increasingly responsible investigative and management positions with the FBI. His career included a range of assignments culminating in his most recent position as Supervisory Special Agent in charge of the New York Special Operations Technical Squad. In that role, David managed and directed highly sensitive investigations in support of criminal and counterterrorist operations. Previously as a Special Agent, he served as the lead case agent on numerous complex investigations, including matters involving white collar crime, money laundering, violent crimes and financial fraud.

The FBI Federal Law Enforcement Foundation honored David by selecting him as a recipient of its Investigator of the Year award in 2010.

SELECT PROFESSIONAL EXPERIENCE

- Serves as Supervisory Lead Investigator, large construction union monitorship
- Served as a Supervisory Lead Investigator, monitorship of a Swiss bank
- Served as Lead Investigator, cyber fraud and identify theft involving CEO
- Served as Lead Investigator, internal fraud investigation, for a New York law firm
- Oversaw covert investigative operations for the FBI in New York
- Trained FBI case agents in technology systems and protocols
- Managed fraud investigations in the healthcare and financial sectors involving diverted pharmaceuticals, fraudulent financial instruments and employee fraud
- Led complex RICO investigations to include Operation Weed & Seed and *Operation Safe Home*

PROFESSIONAL AFFILIATIONS

- Certified Anti-Money Laundering Specialist, Association of Certified Anti-Money Laundering Specialists (ACAMS)
- Member of Society of Former Special Agents of the FBI, 2014
- Member ASIS, 2014
- Member, FBI's Technical Advisor Committee, 2012
- Federal Law Enforcement Association Investigator of the Year, 2010

PREVIOUS EXPERIENCE

- Lemire LLC, 2014-2018
- Federal Bureau of Investigation, Department of Justice, 1989-2014



Michael Costa

MBA

Managing Director

T: +1 312 775 1212
E: mcosta@stoneturn.com

Chicago
190 S. LaSalle Street
Suite 1710
Chicago, IL 60603

Michael Costa, a Managing Director with StoneTurn, has deep experience in financial services and data analytics. He has worked with clients in the trading, financial services, education, healthcare and hospitality industries, as well as with public sector entities.

Michael has provided data analytics expertise to clients on matters involving remediation, monitorships, fraud investigations and valuation.

Prior to joining StoneTurn, Michael led the data analytics team at Collegis Education, a consulting firm in the higher education space. He specialized in student lifecycle analytics, marketing analytics and data systems integration, specifically for Customer Relationship Management (CRM), Learning Information Systems (LIS) and Student Information Systems (SIS).

Earlier in his career, Michael spent four years in the Valuation Advisory Services practice at Duff & Phelps, where he specialized in tangible asset valuation.

Education

MBA, Kellogg School of Management—
Northwestern University

B.S., Industrial and Enterprise Systems Engineering, University of Illinois at Urbana-Champaign

Practice Areas

Data Analytics

SELECT PROFESSIONAL EXPERIENCE

- Michael has assisted in Monitorships, particularly in the areas of trade surveillance, transaction monitoring and data analytics. As part of these Monitorships, he has assessed the design and operating effectiveness of several surveillance platforms and related areas of operations, including trade surveillance, trader behavior, e-communication surveillance, voice surveillance, payment filtering, name list screening and transaction monitoring. Additionally, Michael has assessed remediation strategies for technology infrastructure, information systems, and data management and storage systems.
- Michael has led the data analytics components of numerous accounting and FCPA investigations. His work has involved extract, transformation, and load (ETL) procedures for ERP and other financial data, using various tools such as SQL, python, ruby, R, and Excel to manipulate and analyze the data. Michael identifies trends, patterns, and anomalies based on case-specific facts or broader risk types applicable to each matter. Often the end work product is a combination of visualizations, models, and narrative used to document findings and assist the investigations team to perform a risk-based sample selection for substantive testing, as well as identify other potential avenues for inquiry.
- Michael led the submission of a Tax Incremental Financing (TIF) application for a historical remediation project that was eligible for \$20.6 million in incentives from the city of Dallas, Texas.
- Worked with the city of Naperville, Illinois to update geographic information systems (GIS) by building an application to allow users to interface with underlying database structures.
- Counsel for an independent broker-dealer engaged StoneTurn in a FINRA arbitration matter. The matter involved alleged “risky” trading of inverse leveraged exchange-traded funds by a particular trader employed by the independent broker-dealer. There were seven claimants groups, all groups of former clients of the trader, requesting relief from “significant losses” suffered as a result of the risky trades. Michael analyzed the entire trade portfolios of all claimant groups in order to quantify gains / losses for all trades. These analyses included Optical Character Recognition and text scraping of PDF documents and dynamic data modeling. Additionally, he incorporated data from relevant market indices corresponding to the timeframe as the alleged risky trade activity, including the economic recession of 2008-2009. As a result of these analyses, StoneTurn was able to help counsel prove that not only were the losses suffered not outsized with respect to the market, but that in many instances portfolios outperformed the general market. As a result, the matter settled outside of arbitration in mediation.

- Michael has dynamically modeled theoretical profit scenarios and student-outcomes based on variable cost-per-credit, historical student retention, variable marketing spend, and instructor costs. The result was a decrease in cost-per-credit coupled with a positive impact toward gainful employment compliance.
- Counsel engaged StoneTurn to assist an investment management firm with respect to an informal SEC inquiry on business activity. The inquiry required the identification of potential activity fitting the SEC's definition of cross-trading and compliance with a corresponding data request. Michael assisted the investment management firm in complying with the SEC request. As a result of the SEC inquiry, counsel was required to perform a sample of e-communication reviews surrounding particular trade activity. He also performed statistical analyses to optimally target trades for e-communication review to minimize time and cost to the client and maximize sample coverage.
- Michael assisted on a large bank's internal investigation and internal counsel team's review of alleged money laundering across client accounts. This analysis included identifying incoming and outgoing wire transfers from the identified client accounts, as well as derivative transactions from subsidiaries and majority-owned investments. These analyses required the use of large database extraction, Optical Character Recognition, and text scraping of PDF documents. Additionally, Michael calculated theoretical net laundering activity using dynamic data modeling and visualizations.
- Michael assisted counsel to review a client's historical trade activity in order to understand potential exposure to DOJ and SEC investigations into manipulative trading behaviors. The matter was complicated by the fact that the client had both personal and professional trading accounts outsourcing to multiple brokers. Michael determined exposure in the areas of Wash Trades and Marking the Close. In preparation of the potential investigation, he created data visualizations and targeted questions with which the client could reference and prepare. Additionally, he calculated theoretical gains resulting from the theoretical market manipulation and potential impact on the market.
- While a student at Kellogg, Michael completed course requirements in Market Research and Analytics by designing a survey around mobile phone usage and performed subsequent statistical analyses using Stata, a statistical software program.

PUBLICATIONS

- *How Data Analytics Can Weed Out College Admissions Fraud*, co-author with Jonny Frank, Law360 (March 2019)

PREVIOUS EXPERIENCE

- Collegis Education (2014–2016), Data Analytics, Chicago, IL
- Duff & Phelps (2010–2014), Valuation Advisory Services, Chicago, IL
- Juno Development (2009–2010), Hospitality Development Consulting, Dallas, TX



CITY OF OAKLAND | POLICE COMMISSION
250 FRANK H. OGAWA PLAZA, SUITE 6302 • OAKLAND, CA 94612

ATTENTION ALL BIDDERS

ADDENDUM NO. 1 to the
Contract Documents for
Request for Quotation 220523
for the

RFP- INVESTIGATION OF PROMOTIONAL AND HIRING PRACTICES AT OAKLAND POLICE DEPARTMENT

Date: August 18, 2020

From: The Oakland Police Commission and the Department of Workplace and
Employment Standards (Previously the Contracts and Compliance Division)

To: Prospective Bidders

1. This Addendum No. 1 forms a part of the Contract Documents and modifies the original Request for Proposal Documents.
2. Acknowledge receipt of Addendum No. 1 in the space below and attach this signed document to the Proposal.
3. The Submittal date **remains the same.** Proposals are due Monday, August 31, 2020 at 2:00 pm.
4. Please find the following questions and answers:
 - a. Q: Are there any active claims and/or litigation that proposers should be aware of?
A: No.
 - b. Q: Will proposers have access to all relevant data and personnel for interviews and analysis?
A: Yes.
 - c. Q: The RFP indicates that the scope of the investigation is to examine a subset of the allegations raised in the letter by the Oakland Black Officers Association (OBOA) in their open letter of March 15, 2019. Which of the specific allegations are included in the scope of the investigation?
A: The ones listed in the scope of the RFP.
 - d. Q: Will proposers be provided with all related data and relevant details related to the allegations in scope, including documents and data that is otherwise not publicly available?

A: Yes.

e. Q: Has a budget been allocated to this investigation? If so, what is the amount?

A: That budget is set by the contractor's bid. The maximum contract amount is \$150,000. Bidders may choose to bid lower than that

f. Q: Please clarify: What parties are ultimately responsible for approving the contract -- Police Commission, City Council, etc.?

A: Ultimately the Police Commission approves the final contractor.

g. Q: What documents (e.g. written applications, interview recordings, selection criteria and scoring, applicant data, selection data) will be available to the Contractor for completing the scope of services?

A: The Scope is negotiable between the contractor and the using agency. Schedule A - Scope of Service is the form that will be provided to the awarded contractor along with other contract documents. Different formats are acceptable if labeled as Scope of Service and attached to the attached Schedule A form.

h. Q: Please clarify: Will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) Is this in addition to the scope of work submitted in the initial bid?

A: Yes.

5. All Contractors working with or anticipate working with the City of Oakland must register through iSupplier at the following link <https://www.oaklandca.gov/services/register-with-isupplier> in order to receive Invitation to Bids for Construction and Professional Service projects, submit proposals, and invoice payments. If you have already registered via iSupplier, thank you in advance.

6. Once you have completed the process, please send an email to isupplier@oaklandca.gov with the RFP/Q name and/or RFQ number on the subject line and we will add you to the invitation list.

7. For questions regarding the following topics below:

- 1. iSupplier questions or requesting to receive an invitation to participate in a project, please send an email to isupplier@oaklandca.gov.
- 2. Project related questions, contact the Project Manager, Chrissie Love, CLove@Oaklandca.gov
- 3. Contract compliance questions, contact Vivian Inman at 510-238-6261.
- 4. Contract administration questions (e.g., planholders list, attachments, etc.) please call Paula Peav at 510-238-3190 or log on to the following website <https://www.oaklandca.gov/services/active-closed-opportunities>.

Chrissie Love

Chrissie Love, Project Manger

ADDENDUM NO. 1 ACKNOWLEDGED:

	August 31, 2020
Signature of Bidder	Date

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

**SCHEDULE E
PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.

Date 8/31/2020



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.

Company Name: StoneTurn Group, LLP

Signed: Joshua A. Holzer

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
N/A - no subconsultants will be utilized as part of this proposal										

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)

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



Schedule I

“Sanctuary City Contracting and Investment Ordinance”

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland.

Compliance must be established prior to full contract execution.

I, (name) Michael Gordon, the undersigned, Partner and Chief Financial Officer of StoneTurn Group, LLP (Position/Title)

(Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term “data collection” includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City’s Project Manager and invoice reviewer or the City Administrator’s Office, Chief Privacy Officer if any of this Business Entity’s subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.

6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



PLEASE COMPLETE AND SIGN

✗ I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

or

I declare that I understand Ordinance # 13540 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Michael Gordon

(Printed Name and Signature of Business Owner) (Date)

StoneTurn Group, LLP

75 State Street, Suite 902, Boston, MA 02109

(Name of Business Entity) (Street Address, City, State, and Zip Code)

N/A

(Name of Parent Company) (If applicable)

Contacts: Michael Gordon

Office Phone: 617 570 3770

Cell Phone: 617 851 8186

email: mgordon@stoneturn.com

For Office Use Only:

Approved/Denied/Waived

(signed)

Michael C Gordon
Authorized Representative

8/31/2020

Date

SCHEDULE I DB/DM 2019

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD



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 StoneTurn Group, LLP Phone 212 430 3400

Street Address 75 State Street, Suite 902 City Boston, State MA Zip 02109

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 N/A 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.

Michael Gordon 8/31/2020
Signature Date

Michael Gordon Partner and Chief Financial Officer
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 _____

REQUEST FOR PROPOSAL (RFP) – Investigation of Promotional and Hiring Practices at OPD

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, Michael Gordon, the undersigned, a
 (Name)

Partner and Chief Financial Officer of StoneTurn Group, LLP
 (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.

Michael Gordon Michael Gordon 8/31/2020 (Printed
 Name and Signature of Business Owner) (Date)

StoneTurn Group, LLP 75 State Street, Suite 902, Boston, MA 02109
 (Name of Business Entity) (Street Address City, State and Zip Code)

N/A
 (Name of Parent Company)

OAKLAND POLICE COMMISSION

RESOLUTION NO. 21-02

RESOLUTION AUTHORIZING THE COMMUNITY POLICE REVIEW AGENCY (CPRA) EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH [NAME OF CONTRACTOR CHOSEN] TO PROVIDE INVESTIGATION SERVICES INTO THE ALLEGATIONS RAISED BY THE OAKLAND BLACK OFFICERS ASSOCIATION FOR AN AMOUNT NOT-TO-EXCEED [CONTRACT AMOUNT].

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, the Oakland Black Officers Association (OBOA), in an open letter dated March 15, 2019, raised allegations that the Oakland Police Department's (OPD) promotional and hiring practices since January 1, 2017, have had a racially discriminatory effect and have been motivated by racial bias; and

WHEREAS, in response to the allegations raised by the OBOA, the Police Commission issued RFQ 220523 on July 24, 2020 entitled Investigation of Promotional and Hiring Practices at OPD; and

WHEREAS, four proposals were received by the due date of August 31, 2020; and

WHEREAS, the Police Commission OBOA Allegations Investigation Ad Hoc Committee chose to interview three respondents: Statewide Risk Management, StoneTurn, and Law Offices of Amy Oppenheimer; and

WHEREAS, on January 28, 2021, the Police Commission voted to direct the CPRA Executive Director to engage the services of [NAME OF CONTRACTOR CHOSEN] to investigate the allegations brought forth by the OBOA; now, therefore be it

RESOLVED, that the Oakland Police Commission authorizes the CPRA Executive Director to enter into a Professional Services Agreement with [NAME OF CONTRACTOR CHOSEN] to investigate the allegations brought forth by the OBOA; and be it

FURTHER RESOLVED, the total amount of the Agreement shall be for a not-to exceed amount of [CONTRACT AMOUNT]; and be it

FURTHER RESOLVED, that the said Agreement with [NAME OF CONTRACTOR CHOSEN] 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 [CONTRACT AMOUNT] 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 the scope of professional services for said contract with [NAME OF CONTRACTOR CHOSEN] to investigate the allegations brought forth by the OBOA.

IN POLICE COMMISSION MEETING, JANUARY 28, 2021, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

- AYES –
- NOES –
- ABSENT –
- ABSTENTION –

ATTEST: _____
 CHRISSIE LOVE
 Administrative Analyst, II
 Community Police Review Agency
 City of Oakland, California



AGENDA REPORT

TO: Police Commission

FROM: John Alden
Executive Director, CPRA

SUBJECT: Changes to Charter in Measure S1

DATE: January 22, 2021

Attached is a set of ballot materials for Measure S1 from the November 3, 2020, election, in which Measure S1 passed with over 80% of the vote. These materials summarize the changes to the Oakland City Charter made by S1, and also include a detailed account of the changes line-by-line.

S1 made many important changes to the City Charter's provisions regarding the Police Commission. That said, staff would note that the following Charter changes may require specific, one-time Commission follow-up in 2021 to ensure full implementation of S1:

1. Generally, the City's enabling ordinance should be reviewed for possible changes to conform with Measure S1. Staff is already in touch with the Office of the City Attorney on this issue. Such edits can be brought before the Police Commission for input before the City Council deliberates upon them, if desired.
2. S1 provides specific authorization for counsel to the Commission, and also two attorney positions for CPRA. Funding for these should be specifically called out in budget submissions moving forward, and for the first time in FY '21-23. Staff will include these positions in the next budget submission.
3. S-1 clarifies that the Inspector General is a Department Head position and reports to the Commission. The Civil Service Board approved amendments to the Inspector General position description in January, 2021, to conform with these new Charter changes. The Commission can now fill that position. Staff and the Commission Chair have already worked with Human Resources Management on a recruitment process.
4. S1 requires that the Commission Chair be copied on both CPRA recommendations, and Chief of Police positions, as to findings and discipline in CPRA cases. These cases number in the hundreds annually. Staff would recommend the Commission consider creating expectations for how that process will be conducted.

TITLE AND SUMMARY

Title: A proposed amendment to Oakland’s City Charter creating an Office of Inspector General to review and report on the Police Department’s and the Community Police Review Agency’s (“CPRA’s”) practices regarding police misconduct, changing the Police Commission’s (“Commission’s”) and CPRA’s powers, duties and staffing, and allowing the Commission and the CPRA to hire their own attorneys independent of the City Attorney.

Summary:

Office of Inspector General

The Police Department (“OPD”) currently has an inspector general who provides the Chief of Police (“Chief”) with analysis of the OPD’s policies and procedures. The Chief and the City Administrator supervise and oversee this inspector general.

This measure would establish a new Office of Inspector General (“OIG”) outside of the OPD to investigate and review the City’s handling of police misconduct. The Police Commission (“Commission”) would hire the Inspector General and could remove the Inspector General for cause. The OIG would have the authority to review police misconduct-related claims, lawsuits, settlements, complaints, and investigations involving the OPD and the Community Police Review Agency (“CPRA”). Subject to limitations, this measure would allow the OIG to request and review OPD and CPRA records, including personnel and investigative records.

Under this measure, the OIG would also audit the OPD’s compliance with the tasks described in the settlement agreement in *Delphine Allen, et al., v. City of Oakland, et al.*, also known as the Riders case. This audit would address improvements in policing standards, the public’s access to the complaint process, reporting and investigations of police misconduct, training and supervision, and identifying at-risk behaviors by police officers.

The OIG would provide written reports regarding its reviews and audits to the Commission and the City Council.

Police Commission

Currently, the Commission reviews OPD policies and practices and oversees the CPRA’s investigations into police misconduct. The City Attorney currently selects and oversees the Commission’s attorneys.

This measure would allow the Commission to:

- require the Chief to respond to requests for information; and
- hire its own attorneys independent of the City Attorney’s Office.

This measure would also allow the City Council to suspend Commission members for cause.

Community Police Review Agency

The CPRA currently receives and reviews complaints of police misconduct. It must make reasonable efforts to complete its investigations within 180 days. The City Attorney currently selects and oversees the CPRA’s attorneys.

This measure would require the CPRA to complete its investigations within 250 days unless the CPRA Director finds that there are exceptional circumstances requiring more time. This measure would allow the CPRA Director to inform the Commission about OPD employees who have interfered with the CPRA’s investigations.

This measure would also require the CPRA Director to issue written findings and proposed discipline within 48 hours of the CPRA’s completion of investigations into severe uses of force, sexual misconduct, or untruthfulness.

This measure would provide the CPRA with a budget to hire its own attorneys independent of the City Attorney's Office.

IMPARTIAL ANALYSIS

Currently, the Chief of Police (“Chief”) is responsible for the Police Department’s (“OPD’s”) day-to-day operations, including investigations of police misconduct and potential discipline. The Police Commission (“Commission”) reviews OPD policies and practices and oversees the Community Police Review Agency’s (“CPRA’s”) investigations into police misconduct. In addition to the Chief, the CPRA receives and reviews complaints of police misconduct. After it completes its investigations, the CPRA submits its findings and proposed discipline to the Chief and the Commission. The City Attorney currently selects and oversees the Commission’s and the CPRA’s attorneys.

This measure would establish an Office of Inspector General (“OIG”) outside of the OPD to investigate and review the City’s handling of police misconduct. This measure would also change the Commission’s and CPRA’s powers, duties and staffing, and allow them to hire their own attorneys independent of the City Attorney.

Office of Inspector General

The OPD currently has an inspector general who provides the Chief with analysis of OPD’s policies and procedures. The Chief and the City Administrator supervise and oversee this inspector general.

This measure would establish a new OIG outside of the OPD to review police misconduct-related claims, lawsuits, settlements, complaints, and investigations involving the OPD and CPRA. The Commission would hire the Inspector General and could remove the Inspector General for cause. Subject to limitations, this measure would allow the OIG to request and review OPD and CPRA records, including personnel and investigative records.

The OIG would also audit the OPD’s compliance with tasks described in the settlement agreement in *Allen, et al., v. City of Oakland, et al.*, also known as the Riders case. This audit would address improvements in policing standards, the public’s access to the complaint process, reporting and investigations of police misconduct, training and supervision, and identifying at-risk behaviors by police officers.

The OIG would also provide written reports regarding its reviews and audits to the Commission and the City Council.

Police Commission

This measure would allow the Commission to require the Chief to respond to requests for information.

This measure would allow the Commission to hire its own attorneys independent of the City Attorney’s Office.

This measure would allow the City Council to suspend Commission members for cause.

Community Police Review Agency

The CPRA must currently make reasonable efforts to complete its investigations within 180 days. This measure would require the CPRA to complete its investigations within 250 days unless the CPRA Director finds that there are exceptional circumstances requiring more time. This measure would allow the CPRA Director to inform the Commission about OPD employees who have interfered with the CPRA’s investigations.

This measure would require the CPRA Director to issue written findings and proposed discipline within 48 hours after the CPRA completes investigations involving severe uses of force, sexual misconduct, or untruthfulness.

This measure would provide the CPRA with a budget to hire its own attorneys independent of the City Attorney’s Office.

Summary

This Measure, if passed by more than 50 percent of the voters, amends Section 604 of the City Charter, which established the Police Commission (Commission) and the Community Police Review Agency (Agency). The Measure will strengthen the independence of the Commission by modifying the powers, duties, and staffing of the Commission and the Agency. The Measure also amends the Charter to establish the Office of the Inspector General (OIG), which will be overseen by the Commission.

Fiscal Impact

The Measure requires the City to budget two attorneys and one administrative position for the Agency. It adds the OIG to the Charter and authorizes the Commission to hire legal counsel. The Measure also requires an audit of the Commission and the Agency, every three years.

Many of these costs are currently budgeted by the City as Exhibit 1 below shows, and some additional costs will be incurred.

One Agency attorney position has been budgeted at \$216,000 annually. We estimate a second attorney position will cost an additional \$216,000 annually. The City Council may suspend the budget for one attorney position in a fiscal year or a two-year budget cycle, in the event of a fiscal emergency.

The Measure also requires one administrative position to support the Commission. This position is currently budgeted at \$176,000 annually. Although the job description for this position has not been developed, we estimate the cost to remain consistent with the current budget.

The enabling ordinance, enacted in 2018, requires staffing the OIG with an Inspector General, an auditor, and a policy analyst. The City has budgeted \$927,000 for these positions, but the Inspector General and auditor positions have remained vacant since the enabling ordinance was passed.

The Measure authorizes the Commission to hire or contract for legal counsel. Although these costs are not budgeted, we estimate the Commission will incur \$50,000 to \$100,000 annually in legal costs.

The Measure requires an audit of the Commission and the Agency every three years, at an estimated cost of \$100,000 to \$150,000.

Exhibit 1 identifies the cost items, the estimated annual cost of each item, the budgeted costs, the additional annual costs associated with the Measure, and cost of the triennial audit.

Exhibit 1

Cost Item	Total Annual Cost	Current Budgeted Cost	Fiscal Impact of the Measure	
			Additional Annual Costs	Other Costs
Agency Attorney	\$432,000	\$216,000	\$216,000	
Commission Attorney	\$50,000 - \$100,000	-0-	\$50,000 - \$100,000	
OIG	\$927,000	\$927,000	-0-	
Agency Administrative Staff	\$176,000	\$176,000	-0-	
Audit (triennial)	-	-	-	\$100,000 - \$150,000
Total	\$1,585,000 - \$1,635,000	\$1,319,000	\$266,000 - \$316,000	\$100,000 - \$150,000

We estimate the Measure will add \$266,000 to \$316,000 in annual costs and an additional \$100,000 to \$150,000 every three years.

The OIG will require office space, but we are unable to estimate this cost because it is project-specific.

Future personnel costs may increase due to cost of living adjustments and future union negotiations.

Our analysis is based on the information available at the time our analysis was developed.

Argument in Favor of Measure Amending Police Commission

Oakland residents want effective and independent oversight of the Oakland Police Department, which is essential to accountability, community safety and public trust. Serious police misconduct impedes effective community safety. We need improved oversight and handling of misconduct cases, and effective policy-making in order to better protect our community for everyone.

OPD has been under federal oversight for way too long and needs to get its house in order and make more progress by enabling independent, effective oversight. A broad community coalition has worked together, with councilmembers and experts, to bring forward Measure ___ to help protect our community. It will ensure:

- Effective monitoring, analysis and implementation with an independent Inspector General;
- The ability to receive independent unbiased legal advice;
- A pathway away from federal oversight of the OPD, coupled with long-term authority to research and propose policies to ensure true constitutional policing;
- Necessary access to all relevant information related to misconduct.

The Police Commission has done important work, instituting vital policies regarding stops and searches and use of force; and thus, improving the safety and well-being of our community. And more is needed. The Inspector General cannot be effective if the position is put under the same chain of command as OPD. It is vital that the Commission have independent access to legal counsel and a well-respected civilian Inspector General.

For improvements and accountability at OPD, and effectiveness of the Police Commission, we respectfully ask for your YES vote on Measure ___.

When voting this year, please return your ballot early if mailing, and consider bringing it to an official ballot drop spot.

Reverend Dr. George Cummings
Director, Faith in Action East Bay

Rebecca Kaplan,
City Councilmember At-Large

Mariano Contreras
Latino Task Force

Dan Kalb
Oakland City Councilmember

Regina Jackson
Chair, Police Commission

Section 1. Amendments to Section 604 of the Charter of the City of Oakland.

SECTION 604 – POLICE COMMISSION

(a) Creation and Role.

1. There hereby is established the Oakland Police Commission (hereinafter, Commission), which shall oversee the Oakland Police Department (hereinafter, Department) in order to ensure that its policies, practices, and customs conform to national standards of constitutional policing. The Commission shall have the functions and duties enumerated in this Charter Section 604, as well as those assigned to the Commission by Ordinance.

2. There hereby ~~is~~ are established a Community Police Review Agency (hereinafter, Agency) and an Office of Inspector General (hereinafter, OIG), which shall have the functions and duties enumerated in this Charter Section 604, as well as those assigned to ~~the Agency~~ them by Ordinance.

3. Nothing herein shall prohibit the Chief of Police or a commanding officer from investigating the conduct of a Department sworn employee under his or her command, nor shall anything herein prohibit the Chief of Police from taking disciplinary or corrective action with respect to complaints investigated solely by the Department.

4. No later than two (2) years after the City Council has confirmed the first set of Regular Commissioners and Alternates Commissioners (collectively, Commissioners), the City Auditor shall conduct a performance audit and a financial audit of the Commission and the Agency. Performance audits shall be conducted at least once every three (3) years thereafter. Nothing herein shall limit the City Auditor's authority to conduct future performance and financial audits of the Commission and the Agency which may be conducted by an independent contractor selected by the Inspector General, in consultation with the City Auditor, in compliance with the City's contracting processes and procedures.

5. The City Administration shall not exercise any managerial authority over Commissioners, the Agency Director or the Inspector General, and shall not initiate an investigation for the purpose of removing a Commissioner. City employees maintain the right to file, and appropriate City officials and/or staff maintain authority to investigate, complaints alleging violations of applicable Civil Service Rules, City policies, including Administrative Instructions, Memoranda of Understandings (MOUs), and employment laws and regulations.

(b) Powers and Duties.

The powers and duties of the Commission are as follows:

1. Organize, reorganize and ~~e~~Oversee the work of the Agency and the OIG, and contract with professional service providers as authorized by Ordinance.
2. Conduct public hearings at least once a year on Department policies, rules, practices, customs, and General Orders. The Commission shall determine which Department policies, rules, practices, customs, or General Orders shall be the subject of the hearing.
3. Consistent with state law and in accordance with Section 1207 of the City Charter, entitled "Oaths and Subpoenas," issue subpoenas to compel the production of books, papers and documents and take testimony on any matter pending before it except that the Commission shall not have any authority to issue subpoenas for the purpose of investigating any City employee, including an Agency employee, who is not a police officer. If any person subpoenaed fails or refuses to appear or to produce required documents or to testify, the majority of the members of the Commission may find him in contempt, and shall have power to take proceedings in that behalf provided by the general law of the State.
4. Propose changes at its discretion or upon direction, by adoption of a resolution, of the City Council, including modifications to the Department's proposed changes, to any policy, procedure, custom, or General Order of the Department which governs use of force, use of force review boards, profiling based on any of the protected characteristics identified by federal, state, or local law, or First Amendment assemblies, or which contains elements expressly listed in federal court orders or federal court settlements which pertain to the Department and are in effect at the time this Charter Section 604 takes effect ~~for so long as such federal court orders and settlements remain in effect.~~ All such proposed changes and modifications shall be submitted by the Commission Chair or her or his designee to the City Council for review, approval or rejection. ~~If t~~The City Council does not approve, modify and approve, or reject shall consider the Commission's proposed changes or modifications within one hundred and twenty (120) days of the Commission's vote on the proposed changes, and may approve, modify and approve, or reject the changes. If the Council does not approve, modify and approve, or reject the Commission's proposed changes or modifications, the changes or modifications will become final.
5. Approve or reject the Department's proposed changes to all policies, procedures, customs, and General Orders of the Department which govern use of force, use of force review boards, profiling based on any of the protected characteristics identified by federal, state, or local law, or First Amendment assemblies, or which contains elements expressly listed in federal court orders or federal court settlements which pertain to the Department and are in effect at the time this Charter Section 604 takes effect ~~for so long as such federal court orders and settlement remain in effect.~~ If the Commission does not approve or reject the Department's proposed changes within one hundred and twenty (120) days of the Department's submission of the proposed changes to the Commission, the Department's proposed changes will become final. If the Commission rejects the

Department's proposed changes, notice of the Commission's rejection, together with the Department's proposed changes, shall be submitted by the Commission Chair or her or his designee to the City Council for review. ~~If the City Council does not approve or reject~~ shall consider the Commission's decision within one hundred and twenty (120) days of the Commission's vote on the Department's proposed changes, and may approve or reject the decision. ~~If the Council does not approve or reject the Commission's decision,~~ the Commission's decision will become final.

6. Review and comment on, at its discretion, ~~on all any~~ other policies, procedures, customs, and General Orders of the Department. All such comments shall be submitted to the Chief of Police, ~~who~~ The Chief of Police shall provide a written response to the Commission upon the Commission's request.

7. Review the Mayor's proposed budget to determine whether budgetary allocations for the Department are aligned with the Department's policies, procedures, customs, and General Orders. The Commission shall conduct at least one public hearing on the Department budget per budget cycle and shall forward to the City Council any recommendations for change.

8. Require the Chief of Police or his or her designee to attend Commission meetings and require the Chief of Police to submit an annual report to the Commission regarding such matters as the Commission shall require, including but not limited to a description of Department expenditures on community priorities as identified by the Commission. The Chief of Police or her or his designee shall also respond to requests made by the Commission, through the Chairperson, by a majority vote of those present. The Chief of Police or her or his designee shall provide to the Commission Chair an estimate of the time required to respond to the Commission's requests.

9. Report at least once a year to the Mayor, the City Council, and to the public to the extent permissible by law, the information contained in the Chief's report in addition to such other matters as are relevant to the functions and duties of the Commission.

10. Acting Notwithstanding any other provision of this Charter or any provision of the Oakland Municipal Code, and acting separately or jointly with the Mayor, remove the Chief of Police by a vote of ~~not less~~ no fewer than five (5) affirmative votes. If acting separately, the Commission may remove the Chief of Police only after adopting a finding or findings of cause, which shall be defined by City ordinance. The Commission must make its finding of just cause by ~~not less~~ no fewer than five (5) affirmative votes and must follow a process for notification, substantiation and documentation which shall be defined by ordinance. Upon removal, by the Commission, by the Mayor, or by the Mayor and the Commission acting jointly, or upon the notice of vacancy of the position of Chief of Police, the Mayor, in consultation with the Chair of the Commission, shall immediately appoint an Interim Chief of Police. No person appointed to the position of Interim Chief of

Police shall simultaneously hold additional non-sworn employment with the City, or simultaneously serve as an elected official or officer of the City. Such appointment shall not exceed six (6) months in duration unless an extension to a date certain is approved by a majority vote of the Commission. The Commission, with the assistance of the City Administrator, shall prepare and distribute a job announcement, and prepare a list of at least four ~~four~~ three (3) candidates and transmit the names and relevant background materials to the Mayor. The Mayor shall appoint one person from this list, or reject the list in its entirety and request a new list from the Commission. ~~This provision shall not apply to any recruitment for the position of Chief of Police that is pending at the time of the Commission's first meeting.~~

11. ~~Send the Chairperson of the Commission or another Commissioner appointed by the Chairperson, the Agency Director, and/or the Inspector General or their designees to serve as a non-voting members of any level one Oakland Police Force Review Board, as permitted by law.~~

12. Hire and/or contract for, by an affirmative vote of at least five (5) members, one or more attorneys to provide legal advice to the Commission related to and within the scope of any of its powers or duties, in accordance with Section 604(i) of this Charter. When considering a candidate for an attorney position, the Commission shall consider the candidate's familiarity with laws applicable to public entities, public meetings, employee privacy, labor relations and law enforcement.

~~13.~~ Perform such other functions and duties as may be prescribed by this Charter or by City ordinance.

(c) Appointment, Terms, Vacancies, Removal.

1. The Commission shall consist of seven (7) regular members and two (2) alternate members, all of whom shall be Oakland residents of at least eighteen (18) years of age. Alternate Commissioners shall be eligible to serve on any Commission standing or ad hoc committee, including any Discipline Committee. To the extent practicable, appointments shall be broadly representative of Oakland's diversity and shall include members with knowledge and/or experience in the fields of human resources practices, management, policy development, auditing, law, investigations, law enforcement, youth representation, civil rights and civil liberties, as well as representation from communities experiencing the most frequent contact with the Department. The City Council may require, by ordinance, that some or all of the Commissioners have expertise in a specified subject matter. Background checks shall be required for all Commissioners. ~~members and alternates.~~ Such background checks shall not be performed by the Department. Commissioners shall be issued identification cards, but shall not be issued and shall not display, wear, or carry badges that so resemble a peace officer's badge that an ordinary reasonable person would believe that

Commissioners have the authority of a peace officer. The following shall not be eligible to serve as a Commissioner:

- a. current sworn police officer;
- b. current City employee;
- c. former Department sworn employee; or
- d. current or former employee, official or representative of an employee association representing sworn police officers.

2. Within two hundred and ten (210) days of the enactment of this Section, the Mayor shall appoint three (3) Oakland residents as Regular Commissioners, at least one of whom shall be a retired judge or lawyer with trial experience in criminal law or police misconduct, and one (1) Oakland resident as an Alternate Commissioner, and submit the names of these appointees to the Council for confirmation. The Council shall have sixty (60) days after the completion of the background checks and from the date of receipt of the Mayor's submission to accept or reject each of the Mayor's appointees as Commissioners. The Mayor shall appoint an Oakland resident to fill any Commission vacancies that were previously filled by a Mayor's appointee. If the City Council does not accept or reject the Mayor's appointee within sixty (60) days after the completion of the background check and receipt of the Mayor's submission, the appointee shall be deemed appointed.

3. All other Commissioners ~~and the other alternates~~ shall be appointed as follows:

a. There is hereby established a nine (9) member Selection Panel. Within ninety (90) days of the enactment of this Section, each City Council member shall appoint one (1) person, and the Mayor shall appoint one (1) person, to the Selection Panel. ~~No current Department employee is eligible to be a member of the Selection Panel.~~ The City Council shall, by ordinance, specify qualifications and/or disqualifying characteristics for Selection Panel members. The Selection Panel, with the assistance of the City Administrator, will solicit applications from those willing to serve on the Commission. The Selection Panel will review the applications, and interview applicants to serve as members of the Commission.

b. Within one hundred and twenty days (120) of its formation, the Selection Panel, by a two-thirds (2/3) vote, shall submit a slate of four (4) regular members and one (1) alternate member to the City Council. The City Council may require the nominees to appear before the Council or a Committee of the Council. If the City Council does not accept or reject the slate in its entirety within sixty (60) days after the completion of the background checks and submission by the Selection

Panel, the four (4) regular members and one (1) alternate member shall be deemed appointed.

c. Each year the Selection Panel shall re-convene, as needed, to designate replacements for the five (5) Commissioner (four (4) regular members and one (1) alternate) vacancies initially filled by the Selection Panel. and shall The Selection Panel shall, by a two-thirds (2/3) vote of the members present but by a vote of no fewer than five (5) members, submit a slate of names of such designated persons to the City Council for acceptance or rejection. If the City Council does not accept or reject the entire slate within sixty (60) days after the completion of the background checks and submission by the Selection Panel, all designated replacements shall be deemed appointed.

d. Each year the Mayor and each Councilmember may replace her or his assigned person on the Selection Panel. Selection Panel members may serve up to five (5) years. Upon a vacancy on the Selection Panel, the Councilmember who appointed the Selection Panel member (hereinafter referred to as the Appointing Authority) shall appoint a replacement. If the Appointing Authority does not appoint the replacement within one hundred and twenty (120) days of the date of resignation, removal or expiration of the Selection Panel member's term, the Selection Panel, by a two-thirds vote of those present but by a vote of no fewer than five (5) Selection Panel members, shall choose a replacement for the vacancy. All such replacements must be confirmed by the City Council.

4. With the exception of the first group of Commissioners which shall serve staggered terms, the term for each Regular and Alternate Commissioner shall be three (3) years.

5. Commissioners ~~members~~ are limited to no more than two (2) consecutive terms, except that a Commissioner serving a term of ~~no more~~ less than one (1) year shall be allowed to serve two (2) additional consecutive terms.

6. To effect a staggering of terms among the Commissioners, the duration of the first group of Commissioners shall be determined by the Selection Panel as follows: Three (3) regular members, including one (1) of the mayoral appointees, shall have an initial term of three (3) years; two (2) regular members, including one (1) of the mayoral appointees, shall have an initial term of two (2) years; two (2) regular members, including one (1) of the mayoral appointees, shall have an initial term of four (4) years. The alternate member appointed by the Selection Panel shall have an initial term of two (2) years and the alternate member appointed by the Mayor shall have an initial term of three (3) years.

7. A vacancy on the Commission shall exist whenever a member dies, resigns, ceases to be a resident of the City, is convicted of a felony, or is removed.

8. For vacancies occurring for reasons other than the expiration of a regular member's term, the Commission shall select one of the Alternates Commissioners to replace the regular member for that regular member's remaining term of office. If the Alternate Commissioner chosen to replace the regular member was appointed by the Selection Panel, the Selection Panel shall appoint another Alternate Commissioner. If the alternate chosen to replace the regular member was appointed by the Mayor, the Mayor shall appoint another Alternate Commissioner.

9. All Commissioners members shall receive orientation and training as required by ordinance, including but not limited to orientation and training in the areas of regarding Department operations, policies and procedures, including ~~but not limited to~~ discipline procedures for police officer misconduct and failure to act. ~~All Commission members shall receive training regarding~~ Procedural Justice, conflict resolution, national standards of constitutional policing, best practices for conducting investigations, and labor rights and laws, ~~and other subject matter areas which are specified by City ordinance.~~

10. The City Council may remove ~~members of the~~ any Commissioner for cause as provided in Section 601 of the Charter. After a hearing, the City Council may also suspend any Commissioner for cause by an affirmative vote of at least six (6) members of the Council, or rescind such a suspension by the affirmative vote of at least five (5) members of the Council. A Commissioner who is suspended shall be ineligible to conduct Commission business, and the Commission shall select one of the Alternates Commissioners to replace the suspended Commissioner for the duration of the suspension. ~~or members of the~~ Any Commissioner may also be removed by a majority vote of the Commission only for conviction of a felony, conviction of a misdemeanor involving moral turpitude, a material act of dishonesty, fraud, or other act of moral turpitude, substantial neglect of duty, gross misconduct in office, inability to discharge the powers and duties of office, absence from three consecutive regular Commission meetings or five regular meetings in a calendar year except on account of illness or when absent by permission. The Public Ethics Commission shall have the authority to investigate all allegations which, if true, could be cause for removal of a Commissioner under Section 601 of the Charter and to refer the findings to the City Council.

(d) Meetings, Rules and Procedures.

1. The Commission shall meet at least twice each month unless it determines that one meeting is sufficient in a particular month. The Commission shall notify the public of the time and place of the meeting and provide time for public comment at each meeting. The Commission shall meet at least twice each year in locations other than City Hall.

2. The Commission shall establish rules and procedures for the conduct and operations of its business. Such rules shall be made available to the public.

3. Five (5) members shall constitute a quorum. If a quorum is not established by the regular members in attendance, the Chairperson of the Commission may designate one or more Alternate members-Commissioners to establish a quorum and cast votes. Motions on all matters may be approved by a majority of those Commissioners members-present unless otherwise specified in this Charter Section 604.

(e) Budget and Staffing.

1. The City shall allocate a sufficient budget for the Commission, including the Agency and the OIG, to perform its functions and duties as set forth in this Charter section 604, including budgeting at least one full-time equivalent non-City Attorney legal advisor that is specifically charged with providing legal services to the Agency related to investigations and recommended discipline. The one full-time equivalent non-City Attorney legal advisor shall be assigned by the City Attorney after consultation with the Chair of the Commission. The non-City Attorney legal advisor shall not in the regular course of his or her legal practice defend law enforcement officers and shall not participate in, nor serve as counsel to the City or any of its Council members or employees in defense of any lawsuit arising from any incident involving an Oakland police officer, for no fewer than two full-time legal advisors for the Agency (hereinafter Agency Attorneys). The budget set-aside for one of the Agency Attorneys may be suspended for a fiscal year or two-year budget cycle upon a finding in the budget resolution that the City is facing an extreme fiscal necessity, as defined by City Council resolution. The Agency Director shall have authority to hire and/or contract with legal advisors subject to said budget. The Agency, including the Agency Staff Attorneys, may consult with the City Attorney on police-officer investigations and discipline, including related hearings, provided there is no conflict of interest.

2. Within sixty (60) days of the City Council's confirmation of the first group of Commissioners and alternates, the Oakland Citizens' Police Review Board (hereinafter Board) shall be disbanded and its pending business transferred to the Commission and to the Agency. The Executive Director of the Board shall become the Interim Director of the Agency, and all other staff will be transferred to the Agency.

3. After the effective date of this Charter section 604, the Commission Agency Director and the Inspector General may identify special qualifications and experience that candidates for Agency and OIG staff positions, respectively, must have. Candidates for future vacancies may be selectively certified in accordance with the Civil Service Personnel Manual, as may be amended from time to time; said selective certification shall be subject to discretionary approval by the appointing authority and the Personnel Director City Administrator or his or her designee.

4. The staff of the Agency shall consist of no fewer than one line investigator for every one hundred (100) sworn officers in the Department, rounded up or down to the nearest one hundred (100). The number of investigators shall be determined at the beginning of each budget cycle based on the number of sworn officers employed by the Department the previous June 1. At least one investigator shall be a licensed attorney. The budget set-aside for such minimum staffing may be suspended for a fiscal year or two-year budget cycle upon a finding in the budget resolution that the City is facing an extreme fiscal necessity, as defined by City Council resolution.

5. The City Administrator ~~shall~~ may assign a staff member to act as liaison to the Commission. The City shall allocate a sufficient budget for one full-time civil service employee who shall report to the Agency Director and whose duties shall include ~~and to provide~~ing administrative support to the Commission, and attending Commission meetings.

6. Upon a vacancy, the Agency Director of the Agency and the Inspector General shall be hired by the City Administrator from among two (2) or three (3) candidates submitted by the Commission. By an affirmative vote of at least five (5) members, or by an affirmative vote of four (4) members with the approval of the City Administrator, the Commission may terminate the Agency Director of the Agency or the Inspector General. The Commission may remove the Inspector General only after adopting a finding or findings of cause, which may be defined by City Ordinance. The Commission shall periodically conduct a performance review of the Agency Director and Inspector General. The Agency Director and Inspector General shall be classified as a Department heads, and shall have the authority to hire and fire Agency staff and OIG staff, respectively, including Agency Attorneys, in consultation with the City Administrator subject to section 604(e)(7) of the City Charter and consistent with state law, City Civil Service Rules and any applicable collective bargaining agreement. The Agency Director and Inspector General, in consultation with the City Administrator, shall have the authority to organize and reorganize the Agency and the OIG, respectively, subject to section 604(e)(7) of the City Charter.

7. The staff of the Agency, OIG and Commission staff, with the exception of the Agency Director and Inspector General themselves, shall be civil service employees in accordance with Article IX of the City Charter. Civil service staff of the Agency, OIG or Commission may not be separated from employment unless such separation is approved by the City Administrator. Background checks shall be required for all Agency investigator applicants before they are hired by the Agency. Such background checks shall not be performed by the Department. Staff of the Board who are transferred to the Agency as discussed in section (e)(2) above shall not be subject to background checks.

8. No current or former sworn employee of the Department, or current official, employee or representative of an employee association representing sworn police officers, is eligible for any staff position in the Agency, or the Commission.

(f) Investigations.

1. Beginning sixty (60) days after the City Council's confirmation of the first group of Commissioners ~~and alternates~~, the Agency shall receive, review and prioritize all public complaints concerning the alleged misconduct or failure to act of all Department sworn employees, including complaints from Department non-sworn employees. The Agency shall not be required to investigate each public complaint it receives, beyond the initial intake procedure, but shall investigate public complaints involving uses of force, in-custody deaths, profiling based on any of the protected characteristics identified by federal, state, or local law, untruthfulness, and First Amendment assemblies. The Agency shall also investigate any other possible misconduct or failure to act of a Department sworn employee, whether or not the subject of a public complaint, as directed by the Commission. The Agency shall forward a copy of each complaint received it receives to the Internal Affairs Division of the Oakland Police Department within one business day of receipt, and the Department shall forward a copy of each complaint it receives to the Agency within one business day of receipt. The Agency Director may report to the Commission on the status of written complaints filed with the Chief of Police asserting that Department employees have resisted attempts by the Agency to conduct reasonable investigative tasks. The Agency Director shall submit to the Commission each month a list of all investigations it is conducting and shall, as permitted by law, answer any questions raised by any Commissioner regarding such investigations at a Commission meeting.

2. Subject to applicable law and provisions of this Charter Section 604, the Commission, OIG, and Agency shall have the same access to all Department files and records, including the Department's Internal Affairs Division (hereinafter, IAD) files and records, related to sworn employees of the Department with the exception of personnel records, in addition to all files and records of other City departments and agencies related to sworn employees of the Department, as the Department's Internal Affairs Division (IAD)-IAD, including but not limited to the same access to electronic data bases as IAD as permitted by law. Requests for access to such files and records shall be made by a majority vote of the Commission, by the Agency Director, or by the Inspector General. By majority vote, the Commission shall have the authority to request information from the Department, and the Chief of Police or her or his designee shall respond to such requests, as permitted by law. Commission requests for personnel records shall have, and the Commission's vote shall articulate, a reasonable nexus to one or more of the Commission's powers and duties enumerated in subsection (b) of this Charter Section 604. Access to personnel records shall be limited to the Agency Director who All those who have access to confidential information shall maintain confidentiality as required by law. The Department and other City departments and agencies shall

make every reasonable effort to respond to the Commission's, OIG's, or Agency's requests for files and records within ten (10) days, including but not limited to: (1) records relevant to Police Department policies or practices, and (2) personnel and disciplinary records of Police Department sworn employees, as permitted by law.

3. The Agency shall make every reasonable effort to complete its investigations within one hundred and eighty (180) days of the filing of the complaint with the Agency. The Agency shall complete its investigations within two hundred and fifty (250) days of the filing of the complaint with the Agency unless the Agency Director, in his or her discretion, makes a written finding that exceptional circumstances exist in a particular case that are beyond the Agency's control. Within thirty (30) days of completion of the investigation, the Agency Director of the Agency shall issue written findings and proposed discipline regarding the allegations stated in the complaint to the Chair of the Commission and the Chief of Police. The Agency Director shall issue written findings and proposed discipline within forty-eight (48) hours of completion of any investigation of Level 1 use of force (as defined by Department policy), sexual misconduct or untruthfulness. The City Administrator shall not have the authority to reject or modify the Agency's findings and proposed discipline.

4. To the extent allowed by law and after consultation with the Commission, the Agency shall forward information to other enforcement agencies, including but not limited to the Alameda County District Attorney, when such information establishes a reasonable basis for believing that a crime may have been committed by a sworn Department employee.

5. The OIG shall audit the Department's compliance with the fifty-two (52) tasks described in the Settlement Agreement in United States District Court case number C00-4599, Delphine Allen, et al., v. City of Oakland, et al., and make recommendations to the Department, the Commission, and the City Council based on its audit(s), even after the Settlement Agreement expires. The OIG may review legal claims, lawsuits, settlements, complaints, and investigations, by, against, or involving the Department and the Agency, to ensure that all allegations of police officer misconduct are thoroughly investigated, and to identify any systemic issues regarding Department and Agency practices and policies. The OIG shall have access and authority to review Department data, investigative records, personnel records, and staffing information, as permitted by law, for the purpose of conducting audits of the Department. The OIG shall have access and authority to review Agency data, investigative records, personnel records, and staffing information for the purpose of conducting audits of the Agency. The OIG's access to personnel records for non-sworn employees shall be limited to training records. OIG shall provide written reports of the results of its audits to the Commission and the City Council, and, upon request, shall publicly report on the results of any audits to the Commission and/or the City Council in a manner consistent with all applicable confidentiality requirements. The Inspector General shall receive orientation and training as required by Ordinance, including but not limited to

orientation and training in the areas of Department operations, policies and procedures, including discipline procedures for police officer misconduct and failure to act, Procedural Justice, conflict resolution, national standards of constitutional policing, best practices for conducting investigations, and labor rights and laws.

6. Upon the occurrence of a Serious Incident, as defined by Ordinance, the Chief of Police or her or his designee shall immediately notify the Agency Director.

(g) Adjudication.

1. If the Chief of Police agrees with the Agency's findings and proposed discipline, he or she shall notify the Agency Director who shall notify the Chair of the Commission of the agreed-upon findings and proposed discipline. The Chief shall send to the subject officer notification of the agreed-upon findings and intent to impose discipline. The Chief of Police may send such notification to the subject officer before IAD has begun or completed its investigation.

2. If the Chief of Police disagrees with the Agency's findings and/or proposed discipline, the Chief of Police shall ~~prepare~~ notify the Agency Director of his or her own findings and/or proposed discipline which shall be submitted to. ~~The Agency Director shall submit the Chief's findings and proposed discipline in addition to the Agency's findings and proposed discipline to the Chair of the Commission. The Chair of the Commission shall appoint a Discipline Committee comprised of three Commissioners. The City Administrator shall not have authority to reject or modify the Chief of Police's findings and proposed discipline. The Agency's findings and proposed discipline shall also be submitted to the Discipline Committee which shall~~ After reviewing the Agency's submission and after consulting with the Agency Director about the time available under applicable statutory deadlines, the Discipline Committee may require the Agency to further investigate the complaint by notifying the Agency Director, in writing, of the specific issues that need further investigation. After reviewing both submissions, the Discipline Committee shall ~~and~~ resolve any dispute between the Agency and the Chief of Police. Based solely on the record presented by the Agency and the Chief of Police, the Discipline Committee shall submit its final decision regarding the appropriate findings and proposed discipline to the Chief of Police who shall notify the subject officer. The City Administrator shall not have the authority to reject or modify the Discipline Committee's final decision regarding the appropriate findings and level of discipline. The Discipline Committee shall not have the authority to conduct its own investigation.

3. If the Chief of Police prepares his or her own findings and proposed discipline and provides it to the Agency before the Agency's investigation is initiated or completed, the Agency may close its investigation or may choose not to conduct its own investigation in order to allow final discipline to proceed as proposed by the Chief, except that ~~if the Agency is required to conduct an investigation by subsection (f) above in investigations of Level 1 uses of force,~~

sexual misconduct or untruthfulness, the Commission must approve the Agency's decision by a majority vote. If the Agency chooses not to close its investigation, imposition of final discipline shall be delayed until the Agency's investigation is completed and the Agency makes its findings and recommendations for discipline. The Agency shall notify the Chief of its final decision regarding how and whether it will proceed within ~~five (5) business~~ seven (7) days of the Chief's notice of completion of his or her investigation.

4. All employees are afforded their due process and statutory rights including *Skelly* rights. After the findings and imposition of discipline have become final, the subject officer shall have the right to grieve/appeal the findings and imposition of discipline if such rights are prescribed in a collective bargaining agreement. Whenever the discipline determination of a Discipline Committee is the subject of a hearing before the Civil Service Board or a labor arbitrator, the Agency Director, in consultation with the City Attorney, shall decide whether an Agency Attorney or the Office of the City Attorney shall represent the City. The Agency Director shall notify the subject officer of the Agency Director's decision no more than fourteen (14) calendar days after the date that the subject officer invokes the right to a hearing.

5. On its own motion and by no fewer than five (5) affirmative votes, the Commission may convene a Discipline Committee for cases involving allegations of Level 1 use of force, sexual misconduct and untruthfulness when either the Agency or the Department have not completed an investigation within two hundred and fifty (250) days of the filing of a complaint or when the evidence upon which either the Department or the Agency bases its findings does not include available body-worn camera footage of the incident under investigation, or when body-worn camera footage of the incident was required under Department policy but such footage was not recorded or was otherwise unavailable. The Discipline Committee may require the Agency to further investigate the complaint by notifying the Agency Director, in writing, of the specific issues that need further investigation.

(h) Enabling Legislation.

The Commission may make recommendations to the City Council for enacting legislation or regulations that will further the goals and purposes of this Charter section 604. The City Council may, on its own initiative, enact legislation or regulations that will further the goals and purposes of this Charter section 604. Once the Commission is seated, subsequent legislation or regulations shall be submitted to the Commission for review and comment. The Commission shall have forty-five (45) days to submit its comments to the City Council, such time to be extended only by agreement of the City Council.

(i) Legal Counsel to the Commission

1. The dollar amount for all employees hired and/or contracts approved according to section 604(b)(12) of this Charter (hereinafter, Commission

Attorneys), in aggregate, in a single fiscal year shall not exceed the amount budgeted by the City Council for such fiscal year; and such contracts shall be in the form established by the City for professional legal services contracts. By an affirmative vote of at least five (5) members, the Commission may terminate such contracts or, subject to any applicable personnel rules or collective bargaining agreements, terminate such employment.

2. Commission Attorneys shall represent the City as an organization and shall not commence any claim or other legal proceeding against the City on behalf of the Commission. Commission Attorneys shall respond to any petition or application for a writ of mandate, restraining order or injunction brought against the Commission or against Commissioners in its or their official capacity unless the Commission votes to refer the matter to the City Attorney for response. The City Attorney shall act as legal counsel on behalf of the Commission and Commissioners in all other litigation involving it or them in their official capacity in accord with section 401(6) of this Charter.

3. In accord with their role, Commission Attorneys shall not disclose the confidences of the Commission on any legal matter to any other officer of the City unless:

a. The Commission, either as a body or through its Chair, or the Vice Chair if the Chair is unavailable and the matter is time sensitive, gives Commission Attorney informed consent in writing;

b. The Commission, either as a body or through its Chair, or Vice Chair if the Chair is unavailable and the matter is time sensitive, refers the same legal matter to the City Attorney pursuant to section 401(6) of this Charter:

c. Commission Attorney, in her/his professional discretion, determines it is in the best interests of the Commission to consult with the City Attorney;

d. Commission Attorney, in her/his professional discretion, determines that the Rules of Professional Conduct require referral of the matter to one of the following City officers: City Administrator, Mayor, City Attorney, Council president, Vice Mayor; or

e. The legal matter becomes, in whole or in part, the subject of litigation involving the City or any City officer, board, commission, including the Police Commission, or other agency in their official capacity.

Section 2. Severability. If any section, subsection, sentence, clause or phrase of this Measure is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Measure. The voters hereby declare that they would have passed this Measure and each section, subsection, clause or phrase thereof

irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
 Cases Associated with Public Demonstrations 5/29/20 – 6/1/20 (41 Cases Total)

Case #	Incident Date	Assigned Staff	180-day Goal	1-year Goal	Type* (604(f)(1) or Other)	Allegation(s)
20-0638	5/29/2020	N/A	11/25/2020	5/28/2021	Use of Force, 1st Amendment Assembly	Use of Force, Performance of Duty, Unintentional/Improper Search Seizure Arrest
20-0639	5/30/2020	N/A	11/26/2020	5/29/2021	Use of Force, 1st Amendment Assembly	Use of Force
20-0640	5/30/2020	N/A	11/26/2020	5/29/2021	1st Amendment Assembly	Performance of Duty, Service Related
20-0641	5/31/2020	N/A	11/27/2020	5/30/2021	1st Amendment Assembly	Performance of Duty, Service Related
20-0642	5/30/2020	N/A	11/26/2020	5/29/2021	Use of Force, 1st Amendment Assembly	Use of Force, Crowd Control
20-0643	5/30/2020	N/A	11/26/2020	5/29/2021	Use of Force, 1st Amendment Assembly	Use of Force
20-0644	5/30/2020	N/A	11/26/2020	5/29/2021	Use of Force, 1st Amendment Assembly	Use of Force, Crowd Control
20-0645	5/31/2020	N/A	11/27/2020	5/30/2021	Use of Force, 1st Amendment Assembly	Use of Force, Harassment and Discrimination, Care of Property, Unintentional/Improper Search Seizure Arrest
20-0646	6/1/2020	ED	11/28/2020	5/31/2021	Use of Force, 1st Amendment Assembly	Use of Force, Failure to Provide Serial Number, Performance of Duty
20-0647	5/31/2020	N/A	11/27/2020	5/30/2021	Use of Force, 1st Amendment Assembly	Use of Force, Failure to Provide Name and Serial Number
20-0648	6/1/2020	N/A	11/28/2020	5/31/2021	Use of Force, 1st Amendment Assembly	Use of Force, Care of Property, Department Property and Equipment
20-0652	5/30/2020	N/A	11/26/2020	5/29/2021	1st Amendment Assembly	Crowd Control, Performance of Duty
20-0658	6/1/2020	N/A	11/28/2020	5/31/2021	Use of Force, 1st Amendment Assembly	Unintentional/Improper Search Seizure Arrest, Use of Force, Performance of Duty, Failure to Provide Name and Serial Number
20-0659	6/1/2020	N/A	11/28/2020	5/31/2021	1st Amendment Assembly	Crowd Control, Service Related
20-0660	6/1/2020	N/A	11/28/2020	5/31/2021	1st Amendment Assembly	Conduct Toward Others, Demeanor
20-0661	6/1/2020	N/A	11/28/2020	5/31/2021	Use of Force, 1st Amendment Assembly	Use of Force, Unintentional/Improper Search Seizure Arrest, Performance of Duty

CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
 Cases Associated with Public Demonstrations 5/29/20 – 6/1/20 (41 Cases Total)

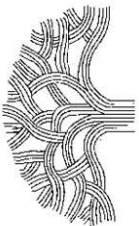
Case #	Incident Date	Assigned Staff	180-day Goal	1-year Goal	Type* (604(f)(1) or Other)	Allegation(s)
20-0662	6/1/2020	N/A	11/28/2020	5/31/2021	1st Amendment Assembly	Unintentional/Improper Search Seizure Arrest, Conduct Toward Others, Performance of Duty
20-0666	6/1/2020	N/A	11/28/2020	5/31/2021	1st Amendment Assembly	Unintentional/Improper Search Seizure Arrest, Care of Property, Harassment and Discrimination, Demeanor
20-0667	6/1/2020	N/A	11/28/2020	5/31/2021	Use of Force, 1st Amendment Assembly	Use of Force, Crowd Control, Demeanor
20-0668	6/1/2020	N/A	11/28/2020	5/31/2021	1st Amendment Assembly	Demeanor
20-0669	6/1/2020	N/A	11/28/2020	5/31/2021	1st Amendment Assembly	Conduct Toward Others, Demeanor
20-0670	5/20/2020	N/A	11/16/2020	5/19/2021	1st Amendment Assembly	Service Related
20-0675	6/3/2020	N/A	11/30/2020	6/2/2021	1st Amendment Assembly of Duty	Performance of Duty, Service Related
20-0677	6/2/2020	N/A	11/29/2020	6/1/2021	1st Amendment Assembly	Crowd Control, Service Related
20-0682	5/30/2020	N/A	11/26/2020	5/29/2021	1st Amendment Assembly	Service Related, Failure to Act
20-0683	5/30/2020	N/A	11/26/2020	5/29/2021	1st Amendment Assembly	Performance of Duty, Service Related
20-0685	6/1/2020	N/A	11/28/2020	5/31/2021	Use of Force, 1st Amendment Assembly	Use of Force, Crowd Control, Unintentional/Improper Search Seizure Arrest, Care of Property
20-0686	6/7/2020	N/A	12/4/2020	6/6/2021	1st Amendment Assembly	Care of Property, Obedience to Laws, Performance of Duty
20-0705	5/29/2020	N/A	11/25/2020	5/28/2021	Use of Force, 1st Amendment Assembly	Use of Force
20-0711	5/29/2020	N/A	11/25/2020	5/28/2021	Use of Force, 1st Amendment Assembly	Use of Force
20-0853	5/29/2020	N/A	11/25/2020	5/28/2021	Use of Force, 1st Amendment Assembly	Use of Force
20-0871	5/29/2020	N/A	11/25/2020	5/28/2021	Use of Force, 1st Amendment Assembly	Use of Force
20-0938	5/29/2020	JW	11/25/2020	5/28/2021	Use of Force, 1st Amendment Assembly	Use of Force, Performance of Duty, Service Related

CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
 Cases Associated with Public Demonstrations 5/29/20 – 6/1/20 (41 Cases Total)

Case #	Incident Date	Assigned Staff	180-day Goal	1-year Goal	Type* (604(f)(1) or Other)	Allegation(s)
20-0957	6/1/2020	N/A	11/28/2020	5/29/2021	Use of Force, 1 st Amendment: Assembly	Use of Force, Crowd Control
20-0958	6/1/2020	N/A	11/28/2020	5/29/2021	Use of Force, 1 st Amendment: Assembly	Use of Force
20-0959	6/1/2020	N/A	11/28/2020	5/29/2021	Use of Force, 1 st Amendment: Assembly	Use of Force
20-0960	6/1/2020	N/A	11/28/2020	5/29/2021	Use of Force, 1 st Amendment: Assembly	Use of Force, Performance of Duty, Unintentional/ Improper Search Seizure Arrest
20-0961	6/1/2020	N/A	11/28/2020	5/29/2021	1 st Amendment Assembly	Unintentional/Improper Search Seizure Arrest
20-0962	6/1/2020	N/A	11/28/2020	5/29/2021	Use of Force, 1 st Amendment: Assembly	Use of Force, Performance of Duty
20-0988	6/1/2020	N/A	11/28/2020	5/29/2021	Use of Force, 1 st Amendment: Assembly	Use of Force
20-1099	5/30/2020	N/A	11/25/2020	6/9/2021	Use of Force, 1 st Amendment: Assembly	Use of Force
20-1178	5/29/2020	N/A	5/24/2020	5/29/2021	Use of Force, 1 st Amendment: Assembly	Use of Force, Performance of Duty, Unintentional/ Improper Search Seizure Arrest

* 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: DUJ, Profiling, Use of Force, In Custody Death, 1st Amendment Assembly or Other.

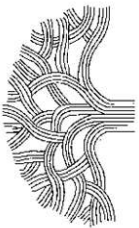
CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Pending Cases (Sorted by 1-Year Goal)



Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type (604(f) or Other)	Class	Subject Officers	Allegation Count	Allegations
20-0171	2/12/20	2/18/20	3/13/20	Investigator	MM	8/16/20	2/1/21	Use of Force	1	2	4	UOF; Improper Search or Seizure
20-0258	3/2/20	3/4/20	3/13/20	Intake	RM	8/31/20	3/2/21	Other	2	2	8	Performance of Duty/Unlawful Search
20-0274	3/4/20	3/4/20	3/5/20	Investigator	JS	8/28/20	3/4/21	Other	1	1	3	Bias; Performance of Duty
20-0423	3/14/20	4/17/20	4/16/20	Investigator	JS	10/14/20	3/13/21	Use of Force	1	3	15	Use of Force; Ransom; Custody of Prisoners; Failure to accept a complaint
20-0313	3/14/20	3/17/20	3/15/20	Investigator	AN	9/13/20	3/15/21	Use of Force	1	4	10	Use of Force; False Arrest; Care of Property
20-0322	3/11/20	3/17/20	3/17/20	Investigator	MM	9/13/20	3/18/21	Use of Force	1	2	6	Unlawful Search or Seizure; Use of Force; Reports & Bookings; Performance of Duty; Demonor
20-0385	3/29/20	3/30/20	3/30/20	Investigator	MM	9/26/20	3/29/21	Use of Force	1	1	1	Use of Force
20-0379	3/11/20	3/31/20	3/31/20	Investigator	AN	9/28/20	4/1/21	Other	1	5	22	Performance of Duty, Truthfulness
20-0426	4/16/19	4/14/20	4/14/20	Intake	RM	10/11/20	4/13/21	Other	2	1	1	Performance of Duty
20-0438	4/16/20	4/16/20	4/16/20	Investigator	AN	10/13/20	4/15/21	Use of Force	1	17	17	Use of Force (Level 1, Level 4); Performance of Duty
20-0455	4/21/20	4/23/20	4/21/20	Intake	RM	10/20/20	4/20/21	Profiling/Discrimination	1	2	2	Discrimination
20-0466	4/24/20	4/25/20	4/24/20	Investigator	ED	10/26/20	4/23/21	Use of Force; Profiling	1	7	33	Use of Force; Profiling/discrimination; improper detention and arrest; performance of duty
20-0480	4/28/20	4/28/20	4/28/20	Intake	RM	10/26/20	4/28/21	Other	2	1	2	Performance of Duty
20-0507	5/4/20	5/7/20	5/4/20	Intake	JS	11/1/20	5/3/21	Other	2	1	3	Conduct towards others/bias/failure to take a report
20-0522	5/6/20	5/6/20	5/6/20	Intake	ED	11/4/20	5/5/21	Profiling / Harassment	1	1	2	Profiling / Harassment; demeanor
20-0539	5/9/20	5/13/20	5/9/20	Intake	AL	11/9/20	5/6/21	Felony/Serious Misdemeanor	1	1	1	Obedience to laws
20-0546	5/9/20	5/13/20	5/11/20	Investigator	AL	11/9/20	5/12/21	Use of Force	1	2	6	Use of Force; Performance of Duty
20-0589	5/19/20	5/21/20	5/19/20	Intake	RM	11/17/20	5/18/21	Profiling/Discrimination	1	1	1	Conduct towards others; Harassment and Discrimination
20-0693	5/20/20	5/22/20	5/21/20	Investigator	AN	11/17/20	5/21/21	Other	2	12	23	Performance of Duty
20-0607	5/20/20	5/27/20	5/21/20	Intake	AL	11/23/20	5/21/21	Racial Profiling/Discrimination	1	2	3	Performance of Duty; Conduct Towards Others
20-0635	5/19/20	6/1/20	5/28/20	Investigator	AL	11/28/20	5/29/21	Use of Force	1	7	12	Use of Force; Performance of Duty
20-0644	5/30/20	5/31/20	5/31/20	Intake	MB	11/27/20	5/30/21	Use of Force	1	1	2	Use of Force
20-0646	5/31/20	6/2/20	6/1/20	Investigator	ED	11/29/20	5/31/21	Use of Force	1	7	18	Use of force; failure to provide name and serial number; supervision; performance of duty; Miranda violation; interfering with investigations; custody of prisoners
20-0648	6/1/20	6/1/20	6/1/20	Intake	MM	11/29/20	6/2/21	Use of Force	1	1	2	Use of Force
20-0728	6/9/20	6/24/20	6/16/21	Intake	MB	12/1/20	6/16/21	Use of Force	1	1	6	Use of Force; Performance of Duty;
20-0799	6/28/20	7/1/20	6/28/20	Investigator	JS	12/28/20	6/27/21	Other	1	1	2	Conduct towards others
20-0800	6/27/20	7/1/20	6/28/20	Intake	ED	12/28/20	6/27/21	Use of Force	1	4	4	Use of Force
20-0879	7/11/20	7/15/20	7/11/20	Investigator	MM	11/11/21	7/10/21	Use of Force	1	2	3	Performance of Duty; Use of Force; Improper/Unlawful Search & Seizure
20-0877	7/12/20	7/15/20	7/12/20	Intake	AL	11/11/21	7/11/21	Use of Force	1	4	4	Use of Force
20-0882	7/13/20	7/15/20	7/13/20	Intake	JS	11/11/21	7/12/21	Use of Force; Demonor; Performance of Duty	1	1	3	Use of force; demeanor; and failure to inform reason for detention
20-0918	7/17/20	7/22/20	7/17/20	Intake	RM	1/18/21	7/16/21	Profiling/Discrimination	1	1	1	Conduct towards others; Harassment and Discrimination
20-0916	7/19/20	7/22/20	7/19/20	Intake	AL	1/18/21	7/16/21	Profiling/Discrimination; Use of Force	1	4	12	Performance of Duty; Conduct Towards Others; Harassment and Discrimination; UOF
20-0971	7/29/20	8/30/20	7/29/20	Investigator	ED	2/26/21	7/28/21	Use of Force; Profiling/Discrimination	1	5	11	Profiling/Discrimination; Use of Physical Force
20-0978	7/30/20	8/5/20	7/30/20	Investigator	MM	1/28/21	7/30/21	Profiling/Discrimination	1	2	6	Profiling/Discrimination; Performance of Duty; Unlawful Search & Seizure
20-1000	8/6/20	8/6/20	8/6/20	Investigator	AL	2/21/21	8/3/21	Use of Force	1	2	3	Use of Force; Performance of Duty
20-1005	8/5/20	8/7/20	8/5/20	Investigator	JS	1/30/21	8/4/21	Discrimination/Unlawful arrest	1	3	6	Discrimination and Unlawful Arrest
20-1058	8/20/20	8/26/20	8/20/20	Investigator	ED	2/15/21	8/14/21	Use of Force	1	5	6	Use of Force; Service Complaint
20-1083	8/20/20	8/26/20	8/20/20	Investigator	ED	2/22/21	8/19/21	Use of Force	1	1	2	Use of Force; Demonor
20-1085	8/21/20	8/26/20	8/21/20	Investigator	MM	2/22/21	8/20/21	Profiling/Discrimination	1	2	6	Profiling/discrimination; unlawful Search; false arrest
20-1092	8/21/20	8/26/20	8/21/20	Investigator	MM	2/22/21	8/20/21	Use of Force	1	1	1	Use of Force
20-1113	8/28/20	9/2/20	8/28/20	Investigator	ED	3/1/21	8/28/21	Use of Force	1	3	6	Use of Force; unlawful arrest
20-1116	8/29/20	9/2/20	8/29/20	Investigator	MM	3/1/21	8/28/21	Use of Force	1	8	19	Use of Force
20-1129	9/1/2020	9/2/2020	9/1/2020	Investigator	AL	3/1/2021	8/31/2021	Use of Force	2	10	5	Other, Unintentional/Improper Search, Use of Force, Failure to Accept
20-1147	9/6/20	9/9/20	9/6/20	Investigator	JS	3/8/21	9/5/21	Use of Force	1	1	4	Use of Force
20-1164	9/6/20	9/16/20	9/10/20	Investigator	AL	3/15/21	9/9/21	Use of Force	1	2	4	Use of Force; Performance of Duty;
20-1252	9/25/20	10/1/20	9/25/20	Intake	RM	3/30/21	9/24/21	Profiling/Discrimination	1	3	3	Profiling/Discrimination; Performance of Duty
20-1259	9/30/20	10/2/20	9/30/20	Intake	RM	3/31/21	9/29/21	Profiling/Discrimination	1	6	6	Profiling/Discrimination
20-1277	10/4/20	10/8/20	10/5/20	Intake	MB	4/6/2021	10/4/21	Racial Profiling/Discrimination	1	2	2	Conduct Towards Other; Improper Search
20-1282	9/28/20	10/6/20	10/6/20	Investigator	AN	4/6/21	10/5/21	Other	2	10	10	Demonor; Unintentional/Improper Search
20-1283	10/6/20	10/8/20	10/6/20	Intake	MB	4/6/21	10/5/21	Racial Discrimination/Demonor	1	3	2	Conduct Towards Others
20-1327	10/14/20	10/16/20	10/15/20	Intake	RM	4/14/21	10/14/21	Use of Force	1	2	2	Conduct towards others; Use of Force
20-1367	10/23/20	10/28/20	10/23/20	Intake	MB	4/28/21	10/22/21	Use of Force/Other	1	4	4	Use of Force; Demonor; Miranda Violation
20-1417	11/1/20	11/2/20	11/1/20	Investigator	JS	4/30/21	10/31/21	Other	1	1	1	Preventable Collision
20-1406	11/3/20	11/3/20	11/3/20	Investigator	AN	5/2/21	11/3/21	Use of Force	1	1	1	Use of Force
20-1425	11/8/20	11/13/20	11/8/20	Intake	MB	5/19/21	11/9/21	Other	1	4	4	Discrimination
20-1441	11/10/20	11/13/20	11/10/20	Intake	MB	5/19/21	11/9/21	Other	1	2	2	Profiling
20-1483	11/12/20	11/25/20	11/20/20	Intake	MB	5/24/20	11/30/21	Performance of Duty	1	1	1	Performance of Duty
20-1488	11/21/20	11/23/20	11/21/20	Intake	MB	5/24/21	11/21/21	Use of Force	1	1	1	Use of Force
20-1489	11/21/20	11/25/20	11/21/20	Intake	MB	5/24/21	11/21/21	Other	2	2	6	Performance of Duty
20-1517	11/30/20	12/2/20	11/30/20	Intake	MB	5/31/21	11/29/21	Racial Discrimination; Demonor;	1	2	4	Racial Discrimination; Demonor;
20-1518	11/30/20	12/2/20	11/30/20	Intake	MB	5/31/21	11/29/21	Other	2	2	2	Performance of Duty

* 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.

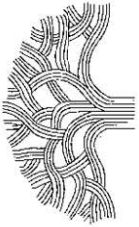
CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Pending Cases (Sorted by 1-Year Goal)



Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type (604(f) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
20-1520	11/30/20	12/2/20	11/30/20	Intake	MB	5/31/21	11/30/21	Use of Force	1	4	8	Use of Force
20-1522	11/30/20	12/2/20	11/30/20	Intake	MB	5/31/21	11/30/21	Use of Force	1	2	4	Use of Force
20-1524	11/28/20	12/2/20	12/1/20	Intake	RM	5/31/21	11/30/21	Profiling/Discrimination	1	2	5	Profiling/Discrimination, Performance of Duty, Conduct Toward Others, Performance of Duty
20-1542	11/15/20	12/9/20	12/6/20	Investigator	AN	6/7/21	12/6/21	Use of Force	1	2	4	Use of Force
20-1560	12/1/20	12/16/20	12/12/20	Intake	MB	6/14/21	12/12/21	Use of Force	1	7	7	Use of Force
20-1571	12/15/20	12/17/20	12/15/20	Intake	MB	6/15/21	12/15/21	Other	1	1	1	Obedience to Laws
20-1551	12/7/20	12/16/20	12/16/20	Intake	RM	6/14/21	12/15/21	Use of Force	1	2	3	Use of Force
20-1596	12/1/20	12/16/20	12/17/20	Intake	RM	6/14/21	12/16/21	Other	2	1	1	Performance of Duty, Use of Force, Care of Property
21-0023	12/29/20	12/16/20	12/31/20	Intake	RM	6/28/21	12/30/21	Other	2	1	1	Performance of Duty
21-0025	1/7/21	1/7/21	1/7/21	Investigator	MM	7/6/21	1/6/22	Performance of Duty, Racial Discrimination	1	3	3	Performance of Duty
21-0028	1/8/21	1/14/21	1/8/21	Investigator	MM	7/13/21	1/7/22	Performance of Duty	1	1	1	Performance of Duty
21-0050	1/9/21	1/13/21	1/14/21	Intake	RM	7/12/21	1/12/22	Other	2	1	1	Performance of Duty
20-0045	1/29/19	2/8/19	1/29/19	Investigator	AN	8/7/19	Tolled	Other	1	1	5	Performance of Duty, Truthfulness
19-1169	10/17/19	10/22/19	10/17/19	Investigator	ED	4/19/20	Tolled	Use of Force, Profiling/Discrimination	1	2	7	Bifurcated - use of force, false arrest, discrimination

* 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.

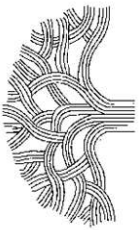
CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Pending Cases (Sorted by Assigned Staff)



Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Inake or Investigator	Assigned Staff	180-day Goal	1-year Goal (604(f) or Other)	Type	Class	Subject Officers	Allegation Count	Allegations
20-0546	5/5/20	5/13/20	5/11/20	Investigator	AL	1/18/20	5/12/21	Use of Force	1	2	6	Use of Force; Performance of Duty
20-0635	5/19/20	6/1/20	5/28/20	Investigator	AL	1/18/20	5/28/21	Use of Force	1	7	12	Use of Force; Performance of Duty
20-1000	8/4/20	8/6/20	8/4/20	Investigator	AL	2/2/21	8/3/21	Use of Force	1	2	3	Use of Force; Performance of Duty
20-1058	8/19/20	8/19/20	8/15/20	Investigator	AL	2/15/21	8/14/21	Use of Force	1	5	6	Use of Force; Service Complaint
20-1129	9/1/2020	9/2/2020	9/1/2020	Investigator	AL	3/1/2021	8/31/2021	Use of Force	2	10	5	Other; Unintentional/Improper Search; Use of Force; Failure to Accept
20-1164	9/6/20	9/16/20	9/10/20	Investigator	AL	3/15/21	9/9/21	Use of Force	1	2	4	Use of Force; Performance of Duty;
20-0045	1/29/19	2/8/19	1/29/19	Investigator	AN	8/7/19	Tolled	Other	1	1	5	Performance of Duty; Truthfulness
20-0313	3/14/20	3/17/20	3/15/20	Investigator	AN	9/13/20	3/15/21	Use of Force	1	4	10	Use of Force; False Arrest; Care of Property
20-0379	3/11/20	3/31/20	3/31/20	Investigator	AN	9/28/20	4/1/21	Other	1	5	22	Performance of Duty; Truthfulness
20-0438	4/16/20	4/16/20	4/16/20	Investigator	AN	10/13/20	4/15/21	Use of Force	1	17	17	Use of Force (Level 1, Level 4); Performance of Duty
20-0693	5/20/20	5/22/20	5/21/20	Investigator	AN	11/17/20	5/21/21	Other	2	12	23	Performance of Duty
20-1282	9/28/20	10/8/20	10/6/20	Investigator	AN	4/6/21	10/5/21	Other	2	10	10	Demeanor; Unintentional/Improper Search
20-1406	11/3/20	11/3/20	11/3/20	Investigator	AN	5/2/21	11/3/21	Use of Force	1	1	1	Use of Force
20-1542	11/15/20	12/9/20	12/6/20	Investigator	AN	6/7/21	12/5/21	Use of Force	1	2	4	Use of Force; Unlawful Arrest
19-1169	10/17/19	10/22/19	10/17/19	Investigator	ED	4/19/20	Tolled	Use of Force; Profiling/Discrimination	1	2	7	Bifurcated - Use of force, false arrest, discrimination
20-0466	4/24/20	4/25/20	4/24/20	Investigator	ED	10/26/20	4/23/21	Use of Force; Profiling	1	7	33	Use of Force; Profiling/discrimination; Improper detention and arrest; performance of duty
20-0646	5/31/20	6/2/20	6/1/20	Investigator	ED	11/29/20	5/31/21	Use of Force	1	7	18	Use of force; failure to provide name and serial number; supervision; performance of duty; Miranda violation; interfering with investigators; custody of prisoners
20-0871	7/29/20	8/30/20	7/29/20	Investigator	ED	2/26/21	7/28/21	Use of Force; Profiling/Discrimination	1	5	11	Discrimination; Use of Physical Force
20-1085	8/20/20	8/26/20	8/20/20	Investigator	ED	2/22/21	8/19/21	Use of Force	1	2	2	Use of Force; Demeanor
20-1085	8/20/20	8/26/20	8/20/20	Investigator	ED	2/16/21	8/20/21	Profiling/Discrimination	1	2	6	Profiling/discrimination; unlawful Search; false arrest
20-1113	8/28/20	9/2/20	8/28/20	Investigator	ED	3/1/21	8/28/21	Use of Force	1	3	6	Use of Force; unlawful arrest
20-0274	3/4/20	3/4/20	3/5/20	Investigator	JS	8/29/20	3/4/21	Other	1	3	3	Bias; Performance of Duty
20-0423	3/14/20	4/17/20	4/16/20	Investigator	JS	10/4/20	3/13/21	Use of Force	1	3	15	Use of Force; Raid; Custody of Prisoners; Failure to accept a complaint.
20-0799	6/28/20	7/1/20	6/28/20	Investigator	JS	12/28/20	6/27/21	Other	1	1	2	Conduct towards others
20-1417	11/1/20	11/2/20	11/1/20	Investigator	JS	4/30/21	10/31/21	Other	1	1	1	Preventable Collision
20-0171	2/12/20	2/18/20	2/13/20	Investigator	MM	8/16/20	2/11/21	Use of Force	1	2	4	UOF: Improper Search or Seizure
20-0322	3/11/20	3/17/20	3/17/20	Investigator	MM	9/13/20	3/18/21	Use of Force	1	2	6	Unlawful Search or Seizure; Use of Force; Reports & Bookings; Performance of Duty; Demeanor
20-0385	3/29/20	3/30/20	3/30/20	Investigator	MM	9/26/20	3/29/21	Use of Force	1	1	1	Use of Force
20-0879	7/11/20	7/15/20	7/11/20	Investigator	MM	1/11/21	7/10/21	Use of Force	1	2	3	Performance of Duty; Use of Force; Improper/Unlawful Search & Seizure
20-0878	7/30/20	8/5/20	7/30/20	Investigator	MM	1/28/21	7/30/21	Profiling/Discrimination	1	2	6	Profiling/Discrimination; Performance of Duty; Unlawful Search & Seizure
20-1092	8/21/20	8/26/20	8/21/20	Investigator	MM	2/22/21	8/20/21	Use of Force	1	1	1	Use of Force
20-1116	8/29/20	9/2/20	8/29/20	Investigator	MM	3/1/21	8/28/21	Use of Force	1	8	19	Use of Force
21-0025	1/7/21	1/7/21	1/7/21	Investigator	MM	7/6/21	1/6/22	Performance of Duty; Racial Discrimination	1	3	3	Performance of Duty
21-0028	1/8/21	1/14/21	1/8/21	Investigator	MM	7/13/21	1/7/22	Performance of Duty	1	1	1	Performance of Duty
20-1005	8/5/20	8/7/20	8/5/20	Investigator	JS	1/30/21	8/4/21	Discrimination/Unlawful arrest	1	3	6	Discrimination and Unlawful Arrest
20-1147	9/6/20	9/6/20	9/6/20	Investigator	JS	3/8/21	9/5/21	Use of Force	1	1	1	Use of Force
20-0877	7/12/20	7/15/20	7/12/20	Inake	AL	1/11/21	7/11/21	Use of Force	1	4	4	Use of Force
20-0916	7/19/20	7/22/20	7/19/20	Inake	AL	1/18/21	7/18/21	Profiling/Discrimination; Use of Force	1	4	12	Performance of Duty; Conduct Towards Others; Harassment and Discrimination; UOF
20-0622	5/6/20	5/8/20	5/6/20	Inake	ED	1/14/20	5/5/21	Profiling / Harassment	1	1	2	Profiling / Harassment; demeanor
20-0600	6/21/20	7/1/20	6/28/20	Inake	ED	12/28/20	6/27/21	Use of Force	1	4	4	Use of Force
20-0507	5/4/20	5/7/20	5/4/20	Inake	JS	1/17/20	5/3/21	Other	2	1	3	Conduct towards others/bias/failure to take a report
20-0882	7/13/20	7/15/20	7/13/20	Inake	JS	1/11/21	7/12/21	Use of Force; Demeanor; Performance of Duty	1	1	3	Use of force; demeanor; and failure to inform reason for detention
20-0644	5/30/20	5/31/20	5/31/20	Inake	MB	11/27/20	5/30/21	Use of Force	1	1	2	Use of Force
20-0648	6/1/20	6/1/20	6/1/20	Inake	MB	11/29/20	6/2/21	Use of Force	1	1	2	Use of Force
20-1277	10/4/20	10/8/20	10/5/20	Inake	MB	4/6/2021	10/4/21	Racial Profiling/Discrimination	1	2	2	Conduct Towards Others; Performance of Duty
20-1283	10/6/20	10/8/20	10/6/20	Inake	MB	4/6/21	10/5/21	Racial Discrimination/Demeanor	1	3	6	Conduct Toward Others
20-1367	10/23/20	10/28/20	10/23/20	Inake	MB	4/28/21	10/22/21	Use of Force/Other	1	4	4	Use of Force; Demeanor; Miranda Violation
20-1425	11/8/20	11/13/20	11/8/20	Inake	MB	5/12/21	11/9/21	Other	1	1	4	Discrimination
20-1441	11/10/20	11/13/20	11/10/20	Inake	MB	5/12/21	11/9/21	Other	1	2	2	Profiling
20-1483	11/20/20	11/25/20	11/20/20	Inake	MB	5/24/20	11/19/21	Performance of Duty	1	1	1	Performance of Duty
20-1488	11/21/20	11/25/20	11/21/20	Inake	MB	5/24/21	11/21/21	Use of Force	1	1	1	Use of Force
20-1489	11/21/20	11/25/20	11/21/20	Inake	MB	5/24/21	11/21/21	Other	2	2	6	Performance of Duty
20-1517	11/30/20	12/2/20	11/30/20	Inake	MB	5/31/21	11/29/21	Racial Discrimination; Demeanor;	1	2	4	Racial Discrimination; Demeanor;
20-1518	11/30/20	12/2/20	11/30/20	Inake	MB	5/31/21	11/29/21	Other	2	2	2	Performance of Duty
20-1520	11/30/20	12/2/20	11/30/20	Inake	MB	5/31/21	11/30/21	Use of Force	1	4	8	Use of Force
20-1522	11/30/20	12/2/20	11/30/20	Inake	MB	5/31/21	11/30/21	Use of Force	1	2	4	Use of Force
20-1560	12/12/20	12/16/20	12/12/20	Inake	MB	6/14/21	12/12/21	Use of Force	1	7	7	Use of Force
20-1571	12/11/20	12/11/20	12/11/20	Inake	MB	6/15/21	12/15/21	Other	1	1	1	Obedience to Laws
20-0728	6/9/20	6/24/20	6/16/21	Inake	MM	12/21/20	6/16/21	Use of Force	1	1	6	Use of Force; Performance of Duty;

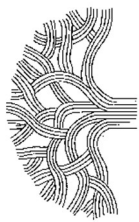
* The Type (604(f) or Other) column addresses whether the investigation contains allegations for which a full investigation is mandated under Oakland City Charter Section 604 (Measure LL). The allegation types listed in this column are: DUJ, Profiling, Use of Force, In Custody Death, 1st Amendment Assembly 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) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
20-0258	3/2/20	3/3/20	3/3/20	Intake	RM	8/31/20	3/2/21	Other	2	2	8	Performance of Duty/Unlawful Search
20-0428	2/16/19	4/14/20	4/14/20	Intake	RM	10/11/20	4/19/21	Other	2	1	1	Performance of Duty
20-0455	4/21/20	4/23/20	4/21/20	Intake	RM	10/20/20	4/20/21	Profiling/Discrimination	1	2	2	Discrimination
20-0480	4/28/20	4/28/20	4/28/20	Intake	RM	10/26/20	4/28/21	Other	2	1	2	Performance of Duty
20-0539	5/9/20	5/9/20	5/9/20	Intake	RM	1/19/20	5/8/21	Felony/Serious Misdemeanor	1	1	1	Obedience to laws
20-0689	5/19/20	5/21/20	5/19/20	Intake	RM	11/17/20	5/18/21	Profiling/Discrimination	1	1	1	Conduct towards others; Harassment and Discrimination
20-0607	5/20/20	5/27/20	5/21/20	Intake	RM	1/17/20	5/21/21	Racial Profiling/Discrimination	1	2	3	Performance of Duty; Conduct Towards Others
20-0918	7/17/20	7/22/20	7/17/20	Intake	RM	1/18/21	7/16/21	Profiling/Discrimination	1	1	1	Conduct towards others; Harassment and Discrimination
20-1252	9/25/20	10/1/20	9/25/20	Intake	RM	3/30/21	9/24/21	Profiling/Discrimination	1	1	3	Conduct towards others; Harassment and Discrimination
20-1259	9/30/20	10/2/20	9/30/20	Intake	RM	3/31/21	9/29/21	Profiling/Discrimination	1	6	6	Profiling/Discrimination, Performance of Duty
20-1327	10/14/20	10/16/20	10/15/20	Intake	RM	4/14/21	10/14/21	Use of Force	1	2	2	Conduct towards others; Use of Force
20-1524	11/28/20	12/2/20	12/1/20	Intake	RM	5/31/21	11/30/21	Profiling/Discrimination	1	2	5	Profiling/Discrimination, Performance of Duty, Conduct Toward Others, Performance of Duty
20-1551	12/7/20	12/16/20	12/16/20	Intake	RM	6/14/21	12/15/21	Use of Force	1	2	3	Performance of Duty, Use of Force, Care of Property
20-1596	12/12/20	12/16/20	12/17/20	Intake	RM	6/14/21	12/16/21	Other	2	1	1	Performance of Duty
21-0023	12/19/20	12/30/20	12/31/20	Intake	RM	6/28/21	12/30/21	Other	2	1	1	Performance of Duty
21-0050	1/9/21	1/13/21	1/14/21	Intake	RM	7/12/21	1/12/22	Other	2	1	1	Performance of Duty

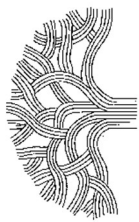
* The Type (604(f) or Other) column addresses whether the investigation contains allegations for which a full investigation is mandated under Oakland City Charter Section 604 (Measure LL). The allegation types listed in this column are: DUI, Profiling, Use of Force, In Custody Death, 1st Amendment Assembly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



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

1/22/21
Page 1 of 16
(Total Completed = 43)

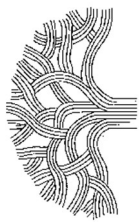
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
JS	20-1107	8/6/20	1/20/21	8/5/21	Subject Officer 1	Use of Force (Level 4)	Exonerated
					Subject Officer 2	Use of Force (Level 4)	Exonerated
					Subject Officer 3	Use of Force (Level 4)	Exonerated
					Subject Officer 4	Use of Force (Level 4)	Exonerated
					Subject Officer 5	Use of Force (Level 4)	Exonerated
JS	20-0051	11/20/19	12/4/20	1/14/21	Subject Officer 1	Reports and Bookings	Unfounded
JS	20-0044	1/10/20	12/9/20	1/12/21	Subject Officer 1	Performance of Duty	Exonerated
						Conduct Toward Others – Harassment and Discrimination	Unfounded
						Conduct Toward Others – Demeanor	Unfounded
						Performance of Duty – PDRD	Exonerated
					Subject Officer 2	Performance of Duty	Exonerated
						Conduct Toward Others – Harassment and Discrimination	Unfounded
						Conduct Toward Others – Demeanor	Unfounded



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

1/22/21
Page 2 of 16
(Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
						Performance of Duty – PDRD	<i>Exonerated</i>
					Subject Officer 3	Performance of Duty	<i>Exonerated</i>
						Conduct Toward Others – Harassment and Discrimination	<i>Unfounded</i>
						Conduct Toward Others – Demeanor	<i>Not Sustained</i>
						Performance of Duty – PDRD	<i>Exonerated</i>
AL	20-0492	4/28/20	12/23/20	4/27/21	Subject Officer 1	Performance of Duty – General	<i>Unfounded</i>
						Supervisors – Supervision	<i>Unfounded</i>
						Conduct Toward Others – Demeanor	<i>Unfounded</i>
						Failure to Accept or Refer a Complaint	<i>Unfounded</i>
					Subject Officer 2	Performance of Duty – General	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 3	Performance of Duty – General	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>



**CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY**
Recently Completed Investigations

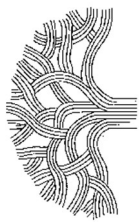
(Allegations in bold were discovered by CPRA investigators)

1/22/21

Page 3 of 16

(Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
					Subject Officer 4	Performance of Duty – General	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 5	Performance of Duty – General	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 6	Performance of Duty – General	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>
MM	20-0171	2/12/20	12/24/20	2/11/21	Subject Officer 1	Use of Force	<i>Unfounded</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
					Subject Officer 2	Use of Force	<i>Unfounded</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
MB	20-1397	10/31/20	1/14/21	10/30/21	Unknown Officer	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
						Use of Force	<i>Unfounded</i>

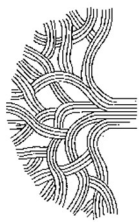


**CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY**

*Recently Completed Investigations
(Allegations in bold were discovered by CPRA investigators)*

1/22/21
Page 4 of 16
(Total Completed = 43)

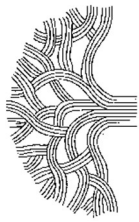
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
MB	20-1422	11/6/20	1/14/21	1/5/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
DC	20-1212	9/21/20	1/6/21	9/21/21	Subject Officer 1	Use of Force	<i>Unfounded</i>
CD	20-0471	4/26/20	1/13/21	4/25/20	Unknown Officer	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
Performance of Duty – General							<i>Unfounded</i>
CD	20-0598	5/20/20	1/4/21	5/19/21	Subject Officer 1	Obedience to Laws – Felony/Serious Misdemeanor	<i>Unfounded</i>
AN	20-0721	6/13/20	1/8/21	6/12/21	Subject Officer 1	Use of Force	<i>Exonerated</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
					Subject Officer 2	Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>



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

1/22/21
Page 5 of 16
 (Total Completed = 43)

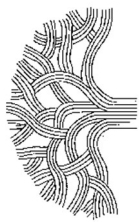
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Exonerated</i>
					Subject Officer 3	Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
AL	20-0877	7/12/20	1/8/21	7/11/21	Subject Officer 1	Use of Force	<i>Exonerated</i>
					Subject Officer 2	Use of Force	<i>Exonerated</i>
					Subject Officer 3	Use of Force	<i>Exonerated</i>
					Subject Officer 4	Use of Force	<i>Exonerated</i>



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

1/22/21
Page 6 of 16
 (Total Completed = 43)

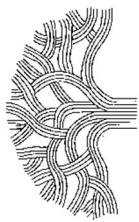
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
AN	20-0721	6/13/20	1/8/21	6/12/21	Subject Officer 1	Use of Force	Exonerated
						Use of Force	Unfounded
						Use of Force	Unfounded
						Use of Force	Unfounded
						Use of Force	Unfounded
						Use of Force	Unfounded
					Subject Officer 2	Use of Force	Unfounded
						Use of Force	Unfounded
						Use of Force	Unfounded
						Use of Force	Unfounded
						Use of Force	Unfounded
						Use of Force	Unfounded
					Subject Officer 3	Use of Force	Exonerated
						Use of Force	Unfounded



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

1/22/21
Page 7 of 16
 (Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
JS	20-0570	5/15/20	1/7/21	5/14/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/ General	<i>Unfounded</i>
						Conduct Toward Others – Demeanor	<i>Unfounded</i>
FC	20-1533	11/23/20	1/6/21	12/1/21	Unknown Officer	Obedience to Laws – Felony/Serious Misdemeanor	<i>Unfounded</i>
FC	20-1525	12/1/20	1/6/21	11/30/21	Subject Officer 1	Use of Force	<i>Exonerated</i>
					Subject Officer 2	Use of Force	<i>Exonerated</i>
FC	20-1213	9/10/20	1/6/21	9/20/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/ General	<i>Unfounded</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Unfounded</i>

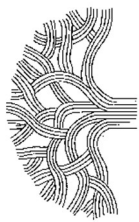


**CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY**

*Recently Completed Investigations
(Allegations in bold were discovered by CPRA investigators)*

1/22/21
Page 8 of 16
(Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
						Performance of Duty – General	<i>Exonerated</i>
					Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/General	<i>Unfounded</i>
						Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Unfounded</i>
						Performance of Duty - General	<i>Exonerated</i>
					Subject Officer 3	Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 4	Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Unfounded</i>
					Subject Officer 5	Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Unfounded</i>
					Subject Officer 6	Performance of Duty – General	<i>Unfounded</i>
DC	20-1212	9/21/20	1/6/21	9/21/21	Subject Officer 1	Use of Force	<i>Unfounded</i>
FC	20-1198	9/16/20	1/6/21	9/15/21	Unknown Officer	Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
					Unknown Officer	Performance of Duty – General	<i>Unfounded</i>
					Unknown Officer	Use of Force	<i>Unfounded</i>

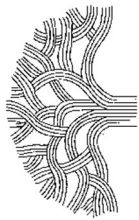


**CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY**

*Recently Completed Investigations
(Allegations in bold were discovered by CPRA investigators)*

1/22/21
Page 9 of 16
(Total Completed = 43)

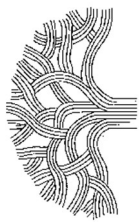
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
AN	20-0805	6/26/20	1/5/21	6/25/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
						Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
						Performance of Duty – General	<i>Exonerated</i>
FC	20-0941	7/20/20	1/5/21	7/22/21	Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
						Performance of Duty – Unintentional/Improper Search Seizure or Arrest	<i>Exonerated</i>
						Performance of Duty – General	<i>Exonerated</i>
CD	20-0598	5/20/20	1/4/21	5/19/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
						Performance of Duty – General	<i>Exonerated</i>
						Performance of Duty - General	<i>Exonerated</i>
FC	20-0941	7/20/20	1/5/21	7/22/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
						Performance of Duty – General	<i>Exonerated</i>
						Performance of Duty – General	<i>Exonerated</i>
FC	20-0941	7/20/20	1/5/21	7/22/21	Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
						Performance of Duty – General	<i>Exonerated</i>
						Performance of Duty – General	<i>Exonerated</i>
FC	20-0941	7/20/20	1/5/21	7/22/21	Subject Officer 3	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
						Performance of Duty – General	<i>Exonerated</i>
						Performance of Duty – General	<i>Exonerated</i>
CD	20-0598	5/20/20	1/4/21	5/19/21	Subject Officer 1	Obedience to Laws – Felony/Serious Misdemeanor	<i>Unfounded</i>
						Performance of Duty - General	<i>Exonerated</i>
						Performance of Duty - General	<i>Exonerated</i>



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

1/22/21
Page 10 of 16
 (Total Completed = 43)

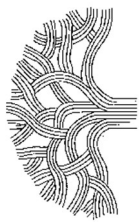
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
MM	20-1223	1/1/92	12/23/20	9/24/21	Unknown Officer	Performance of Duty – Intentional Improper Search Seizure or Arrest	No Jurisdiction
					Unknown Officer	Performance of Duty – Unintentional/Improper Search Seizure or Arrest	No Jurisdiction
					Unknown Officer	Obedience to Laws – Misdemeanor/Infraction	No Jurisdiction
DC	20-1124	8/30/20	12/18/20	8/29/21	Subject Officer 1	Use of Force	Unfounded
					Subject Officer 2	Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Exonerated
DC	20-1182	9/15/20	12/24/20	9/14/21	Subject Officer 1	Use of Force	Exonerated
					Subject Officer 2	Use of Force	Exonerated
					Subject Officer 3	Use of Force	Exonerated
RM	20-0498	5/1/20	12/23/20	4/30/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/Race	Unfounded
					Subject Officer 2	Performance of Duty – Unintentional/Improper Search Seizure or Arrest	Exonerated
					Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/Race	Exonerated



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

1/22/21
Page 11 of 16
 (Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
RM	20-0391	4/3/20	12/23/20	4/2/21	Subject Officer 1	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	Exonerated
					Subject Officer 2	Use of Force	Exonerated
					Subject Officer 3	Use of Force	Exonerated
CD	20-1299	10/6/20	12/18/20	10/8/21	Subject Officer 1	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	Exonerated
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	Exonerated
AN	20-0538	5/9/20	12/17/20	5/8/21	Subject Officer 1	Use of Force	Exonerated
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	Exonerated
					Subject Officer 2	Use of Force	Exonerated
					Subject Officer 2	Performance of Duty – General	Exonerated
					Subject Officer 3	Use of Force	Exonerated
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	Exonerated
						Performance of Duty – General	Exonerated

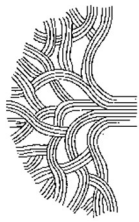


**CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY**

*Recently Completed Investigations
(Allegations in bold were discovered by CPRA investigators)*

1/22/21
Page 12 of 16
(Total Completed = 43)

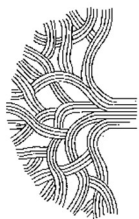
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
FC	20-1170	9/13/20	12/17/20	9/12/21	Subject Officer 1	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
						Performance of Duty – General	<i>Unfounded</i>
					Subject Officer 2	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
						Performance of Duty – General	<i>Unfounded</i>
ED	20-0501	5/1/20	12/17/20	5/1/21	Unknown Officer	Conduct Toward Others – Demeanor	<i>No Finding</i>
					Subject Officer 1	Use of Force	<i>Unfounded</i>
					Subject Officer 2	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
					Subject Officer 3	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
					Subject Officer 4	Use of Force	<i>Unfounded</i>
					Subject Officer 5	Use of Force	<i>Unfounded</i>
					Subject Officer 6	Use of Force	<i>Unfounded</i>



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

1/22/21
Page 13 of 16
 (Total Completed = 43)

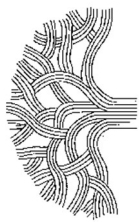
Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
ED	20-0548	5/11/20	12/17/20	5/10/21	Subject Officer 7	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	Exonerated
					Subject Officer 1	Use of Force	Exonerated
						Use of Force	Unfounded
					Subject Officer 2	Use of Force	Exonerated
						Use of Force	Unfounded
FC	20-1043	4/27/20	11/23/20	8/11/21	No Officer	Service Complaint	Service Related
					No Officer	No Duty/No MOR	No MOR Violation
					No Officer	No Duty/No MOR	No MOR Violation
					No Officer	No Duty/No MOR	No MOR Violation
					No Officer	No Duty/ No MOR	No MOR Violation
					Subject Officer 1	Performance of Duty – General	Exonerated
					Subject Officer 2	Performance of Duty – General	Exonerated
CD	20-1270	10/4/20	12/11/20	10/3/21	Subject Officer 1	Performance of Duty – General	Exonerated



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

1/22/21
Page 14 of 16
(Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
					Subject Officer 2	Performance of Duty – General	<i>Exonerated</i>
						Conduct Toward Others – Harassment and Discrimination/ Gender	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>
						Conduct Toward Others – Harassment and Discrimination/ Gender	<i>Unfounded</i>
CD	20-1298	10/8/20	12/10/20	10/9/21	Unknown Officer	Performance of Duty – General	<i>Unfounded</i>
					No Officer	Service Complaint	<i>Service Related</i>
					No Officer	Service Complaint	<i>Service Related</i>
					Unknown Officer	Conduct Toward Others – Harassment and Discrimination/Race	<i>Unfounded</i>
					Unknown Officer	Conduct Toward Others – Harassment and Discrimination/ General	<i>Unfounded</i>
FC	20-1076	8/19/20	12/10/20	8/19/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
					Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>

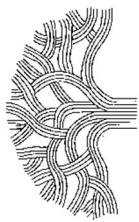


**CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY**
Recently Completed Investigations

(Allegations in bold were discovered by CPRA investigators)

1/22/21
Page 15 of 16
(Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
					Subject Officer 3	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
					Subject Officer 3	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
					Subject Officer 4	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
					Subject Officer 4	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
					Subject Officer 4	Performance of Duty –Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
AL	20-0547	5/11/20	12/10/20	5/10/21	Subject Officer 1	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
						Use of Force	<i>Unfounded</i>
AL	20-0727	6/3/20	12/10/20	6/15/21	No Officer	Service Complaint	<i>Service Related</i>
					Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/ General	<i>Unfounded</i>
					Subject Officer 2	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Unfounded</i>
					Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/ General	<i>Unfounded</i>
					Subject Officer 2	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Unfounded</i>



**CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY**

*Recently Completed Investigations
(Allegations in bold were discovered by CPRA investigators)*

1/22/21
Page 16 of 16
(Total Completed = 43)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
MM	20-0556	5/12/20	12/9/20	5/12/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
					Subject Officer 2	Conduct Toward Others – Demeanor	<i>Unfounded</i>
					Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
					Subject Officer 2	Conduct Toward Others – Demeanor	<i>Unfounded</i>
DC	20-1176	9/12/20	12/9/20	9/11/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
						Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
FC	20-0986	7/31/20	12/4/20	7/30/21	Subject Officer 1	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
					Subject Officer 2	Conduct Toward Others – Harassment and Discrimination/ Race	<i>Unfounded</i>
FC	20-1039	8/11/20	12/4/20	8/10/21	Subject Officer 1	Use of Force	<i>Unfounded</i>
					Subject Officer 2	Use of Force	<i>Unfounded</i>
JA	20-1423	unknown	12/29/20	11/9/21	Subject Officer 1	Assisting Criminals	<i>Unfounded</i>



OAKLAND POLICE COMMISSION SPECIAL MEETING MINUTES - DRAFT

January 7, 2021
5:30 PM

I. Call to Order

Chair Regina Jackson

The meeting began at 5:30 pm.

II. Roll Call and Determination of Quorum

Chair Regina Jackson

Commissioners Present: José Dorado, Henry Gage, III, Sergio Garcia, Brenda Harbin-Forte, Regina Jackson, and Tyfahra Singleton. Quorum was met.

Alternate Commissioners Present: David Jordan

Counsel for this meeting: Conor Kennedy and Nitasha Sawhney

III. Public Comment on Closed Session Items

Comments were provided by the following public speakers:
Assata Olugbala

The Commission adjourned to closed session. The open session section of the meeting commenced at 6:34 pm.

IV. Closed Session

PUBLIC EMPLOYEE APPOINTMENT
Title: Chief of Police

V. Report out of Closed Session and Action on Closed Session Item

A motion was made by Sergio Garcia, seconded by Brenda Harbin-Forte, to approve the submission of four candidates – LeRonne Armstrong, Jason Lando, Drennon Lindsey, and Abdul Pridgen to the Mayor for consideration for the position of Oakland Chief of Police. The motion carried by the following vote:

Aye: Dorado, Gage, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

No public comments were provided on this item.

Henry Gage, III left the meeting at 6:40 pm.

VI. Welcome, Purpose, and Open Forum

Comments were provided by the following public speakers:

Cathy Leonard

Michele Lazaneo

Assata Olugbala

Speaker did not identify themselves

Tyfahra Singleton left the meeting at 7:00 pm.

VII. Recognition of Thomas Lloyd Smith

The Commission recognized Thomas Lloyd Smith for his service on the Commission.

Comments were provided by the following public speakers:

Cathy Leonard

Rashidah Grinage

Anne Janks

Mariano Contreras

John Jones, III

No action was taken on this item.

VIII. Armed and Unresponsive Persons Policy Draft

The Commission discussed the draft policy that the Armed and Unresponsive Persons and Arrest Teams Ad Hoc Committee developed and voted to approve the draft.

Comments were provided by the following public speakers:

Anne Janks

Ginale Harris

Assata Olugbala

Rashidah Grinage

Cathy Leonard

Speaker did not identify themselves

Omar Farmer

A motion was made by José Dorado, seconded by Brenda Harbin-Forte, to approve the Armed and Unresponsive Persons draft policy. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, and Jackson

No: 0

Alternate Commissioner David Jordan was designated as a voting member of the Commission.

IX. Dedicated Arrest Teams (DAT) Policy Draft

The Commission discussed the draft policy that the Armed and Unresponsive Persons and Arrest Teams Hoc Committee developed and voted to approve the draft.

Comments were provided by the following public speakers:

Bruce Schmiechen
Assata Olugbala
Mariano Contreras
Cathy Leonard

A motion was made by Sergio Garcia, seconded by José Dorado, to approve the Dedicated Arrest Teams (DAT) draft policy. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Jordan
No: 0

X. Reimagining Public Safety Task Force Update

The Commission discussed the letter that was sent to the Task Force.

Comments were provided by the following public speakers:

Ginale Harris
Assata Olugbala
Bruce Schmiechen
Michele Lazaneo
Gokce Sencan
Keisha Henderson
John Jones, III
Carol Wyatt
Cathy Leonard

No action was taken on this item.

XI. Commission Retreat

The Commission discussed details of the upcoming retreat on January 30, 2021.

Comments were provided by the following public speakers:

Assata Olugbala

No action was taken on this item.

XII. Adjournment

A motion was made by Sergio Garcia, seconded by José Dorado, to adjourn the meeting at 8:35 pm. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Jordan
No: 0



OAKLAND POLICE COMMISSION MEETING MINUTES - DRAFT

January 14, 2021
5:30 PM

I. Call to Order

Chair Regina Jackson

The meeting began at 5:32 pm.

II. Roll Call and Determination of Quorum

Chair Regina Jackson

Commissioners Present: José Dorado, Henry Gage, III, Sergio Garcia, Brenda Harbin-Forte, Regina Jackson, and Tyfahra Singleton. Quorum was met.

Alternate Commissioners Present: David Jordan

Counsel for this meeting: Conor Kennedy and Nitasha Sawhney

III. Public Comment on Closed Session Items

Comments were provided by the following public speakers:
Assata Olugbala

The Commission adjourned to closed session. The open session section of the meeting commenced at 6:52 pm.

IV. Closed Session

PUBLIC EMPLOYEES DISCIPLINE/DISMISSAL/RELEASE - Gov't Code § 54957(b)

V. Report out of Closed Session

There were no reportable actions taken.

A motion was made by Sergio Garcia, seconded by José Dorado, to suspend the rules of order and take item XIV first in order to agendize pending Bey cases investigations for March 11, 2020. The motion carried by the following vote:

Aye: Dorado, Gage, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

VI. Welcome, Purpose, and Open Forum

Comments were provided by the following public speakers:

Saleem Bey
Ginale Harris
Jennifer Tu
Assata Olugbala
Michele Lazaneo
Kevin Cantu
Emma Brower

VII. Update from Interim Police Chief

OPD Interim Chief Manheimer provided an update on Department activities including crime statistics.

Comments were provided by the following public speakers:

Reisa Jaffe
Ginale Harris
Kevin Cantu
Rashidah Grinage
Michele Lazaneo
Assata Olugbala
Saleem Bey
Joseph Mente
Jennifer Tu
Rachel Beck
Emily Sachs
Mariano Contreras
Jasmine Fallstich
Anne Janks
Cathy Leonard

No action was taken on this item.

VIII. Concurrence Process Presentation

CPRA Executive Director John Alden delivered a presentation on how the OPD-CPRA concurrence process works in discipline cases.

Comments were provided by the following public speakers:

Rashidah Grinage
Assata Olugbala
Saleem Bey
John Bey
Speaker did not identify themselves
Emma Brower

No action was taken on this item.

Henry Gage, III left the meeting at 9:10 pm.

IX. Police Commission Statement About Police Misconduct

The Commission discussed, and voted to approve, a statement about police misconduct.

Comments were provided by the following public speakers:

Assata Olugbala

Saleem Bey

Speaker did not identify themselves

Cathy Leonard

Anne Janks

A motion was made by José Dorado, seconded by Tyfahra Singleton, to approve the Commission's statement about police misconduct. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

X. Resolution Urging District Attorney to Re-Open Oscar Grant Case

The Commission discussed, and voted to approve, a resolution urging District Attorney Nancy O'Malley to re-open the Oscar Grant case.

Comments were provided by the following public speakers:

Cathy Leonard

Assata Olugbala

Saleem Bey

Ginale Harris

A motion was made by Sergio Garcia, seconded by José Dorado to approve the resolution urging District Attorney Nancy O'Malley to re-open the Oscar Grant case. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

A motion was made by Sergio Garcia, seconded by José Dorado, to table item XI to the next agenda. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

XI. Effects of Measure S1 (*this item was tabled to a future agenda*)

No public comments were provided on this item.

XII. Budget Discussion

The Commission discussed the City's recent budget projections and potential cuts due to projected deficit and voted to move forward with a version presented by CPRA Executive Director John Alden.

Comments were provided by the following public speakers:

Kevin Cantu

Ginale Harris

Reisa Jaffe

Emma Brower

Assata Olugbala

Megan Steffen

Speaker did not identify themselves

A motion was made by Sergio Garcia, seconded by José Dorado, to move forward with the bold budget approach as illustrated in Exhibit B of attachment 12. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

XIII. Meeting Minutes Approval

The Commission voted to approve minutes from December 10 and 17, 2020.

No public comments were provided on this item.

A motion was made by Sergio Garcia, seconded by José Dorado, to approve the minutes from December 10, 2020. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

A motion was made by Sergio Garcia, seconded by José Dorado, to approve the minutes from December 17, 2020. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

XIV. Agenda Setting and Prioritization of Upcoming Agenda Items (*this item was taken after item V*)

The Commission voted to have a report on March 11, 2021 on the pending Bey investigations.

Comments were provided by the following public speakers:

Saleem Bey

Ginale Harris

Assata Olugbala

Megan Steffen

A motion was made by José Dorado, seconded by Sergio Garcia, to have a report on March 11, 2021 regarding the pending Bey investigations. The motion carried by the following vote:

Aye: Dorado, Gage, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

XV. Adjournment

A motion was made by Sergio Garcia, seconded by José Dorado, to adjourn the meeting at 10:15 pm. The motion carried by the following vote:

Aye: Dorado, Garcia, Harbin-Forte, Jackson, and Singleton

No: 0

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/D 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 Miliias Brown Act (MMBA) and Public Employment Relations Board's Administration of MMBA (done 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 (rescheduled due to COVID-19 health emergency - maybe reschedule for March 2021) 4. Police Officers Bill of Rights (done 12.12.19) 	High	Ongoing		

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/D deadline	Scheduled	Lead Commissioner(s), if any
3	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			
4	Finalize Bylaws and Rules	1/24/2019			High			Gage
5	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

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/D deadline	Scheduled	Lead Commissioner(s), if any
6	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
7	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			

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/D deadline	Scheduled	Lead Commissioner(s), if any
8	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		
9	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			
10	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		

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/D deadline	Scheduled	Lead Commissioner(s), if any
11	Request City Attorney Reports	1/1/2018	Request the City Attorney submit semi-annual reports to the Commission and the City Council	<p>Request the City Attorney submit semi-annual reports to the Commission and City Council which shall include a listing and summary of:</p> <ol style="list-style-type: none"> 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. <p>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</p>	High	Semi-annually First one done 10.22.20 Next one should be April, 2021		Smith
12	Community Policing Task Force/Summit	1/24/2019			Medium			Dorado
13	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			
14	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.	Medium			

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/D deadline	Scheduled	Lead Commissioner(s), if any
15	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.	Medium			
16	Free Gun Trace Service	1/27/2020		This service was mentioned at a meeting in 2019.	Medium			Dorado
17	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			
18	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		Dorado, Harris, Jackson
19	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			
20	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.	Medium	Spring, 2021		
21	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.	Medium			Brown, Gage, Prather

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/D deadline	Scheduled	Lead Commissioner(s), if any
22	Report from OPD Regarding Found/Confiscated Items	7/12/2019	OPD 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			
23	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		
24	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			
25	Review Commission's Agenda Setting Policy	4/25/2019			Medium			
26	Review Commission's Code of Conduct Policy	4/25/2019			Medium			Prather
27	Review Commission's Outreach Policy	4/25/2019			Medium			Dorado
28	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			

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/D deadline	Scheduled	Lead Commissioner(s), if any
29	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			
30	Annual Report	1/1/2018	Submit an annual report each year to the Mayor, City Council and the public		Low	Spring, 2021		Prather, Smith
31	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			
32	CPRA Report on App Usage	10/10/2018		Report from staff on usage of app.	Low			
33	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			

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/D deadline	Scheduled	Lead Commissioner(s), if any
34	Discipline: Based on Review of MOU	10/6/2018		<p>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?</p>	Low			
35	Discipline: Second Swanson Report Recommendations – Have These Been Implemented?	10/6/2018		<p>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</p>	Low			

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/D deadline	Scheduled	Lead Commissioner(s), if any
36	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.	Low			
37	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			
38	Outreach Committee: Work with Mayor's Office and City Admin to Publicize CPRA App	10/10/2018			Low			
39	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			
40	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

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/D deadline	Scheduled	Lead Commissioner(s), if any
41	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	4/15/2021		
42	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
43	Revisit Standing and Ad Hoc Committee Assignments	10/29/2019			Low			
44	Social Media Communication Responsibilities, Coordination, and Policy	7/30/2019		Decide on social media guidelines regarding responsibilities and coordination.	Low			