



# OAKLAND POLICE COMMISSION PERSONNEL COMMITTEE MEETING AGENDA

March 10, 2020 • 5:00 PM  
Hearing Room 1, 1st Floor  
1 Frank H. Ogawa Plaza, Oakland, CA 94612

- I. **Call to Order**
- II. **Roll Call and Determination of Quorum**
- III. **Welcome, Purpose, and Open Forum** (2 minutes per speaker)  
The Committee will welcome and call public speakers. The purpose of the Oakland Police Commission Personnel Committee is to review personnel policies and procedures and make recommendations on hiring decisions.
- IV. **Meeting Minutes Approval**  
The Committee will vote to approve the minutes from October 24, 2019. ([Attachment 4](#)).
  - a. Discussion
  - b. Public Comment
  - c. Action, if any
- V. **Oakland Police Department (OPD) Interim Police Chief**  
The Committee will discuss the process for selecting an Interim Police Chief for OPD and may vote on any actions.
  - a. Discussion
  - b. Public Comment
  - c. Action, if any
- VI. **Recruiting Process for OPD Police Chief**  
The Committee will discuss the process for selecting a Chief of Police and whether to use the City's Executive Recruitment contractor or choose a different one and may vote on any actions. ([Attachment 6](#)).
  - a. Discussion
  - b. Public Comment
  - c. Action, if any
- VII. **Budget Proposal for the Community Police Review Agency (CPRA) Mid-Year Budget Process**  
The Committee will discuss CPRA's budget proposal for the mid-year budget process and may vote on any actions. ([Attachment 7](#)).
  - a. Discussion
  - b. Public Comment
  - c. Action, if any

**VIII. City of Oakland Special Hiring Practices**

The Committee will discuss City of Oakland hiring procedures in general and civilian employees in OPD specifically and may vote on any actions. (**Attachment 8**).

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

**IX. Agenda Setting and Prioritization of Upcoming Agenda Items**

The Committee will review agenda items for future meetings. (**Attachment 9**).

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

**X. Adjournment**



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

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

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



**OAKLAND POLICE COMMISSION  
PERSONNEL COMMITTEE  
MEETING MINUTES - DRAFT**

**October 24, 2019 • 5:00 PM  
City Council Chamber, 3<sup>rd</sup> Floor  
1 Frank H. Ogawa Plaza, Oakland, CA 94612**

**I. Call to Order**

Regina Jackson called the meeting to order at 5:07 pm

**II. Roll Call and Determination of Quorum**

Commissioner Present: Ginale Harris and Regina Jackson. Quorum was met.

Commissioners Absent: Tara Anderson (*arrived during item III*)

**III. Welcome, Purpose, and Open Forum**

Comments were provided by the following public speakers:

There were no public speakers on this item.

**IV. Meeting Minutes Approval**

The Committee voted to approve the minutes from September 12, 2019.

Comments were provided by the following public speakers:

There were no public speakers on this item.

A motion was made by Ginale Harris, seconded by Tara Anderson, to approve the minutes from September 12, 2019. The motion carried by the following vote:

Aye: Anderson and Harris

No: 0

Abstain: Jackson

**V. Inspector General Position Update**

The Committee provided an update on the status of the Inspector General position. The position is currently on hold.

Comments were provided by the following public speakers:

There were no public speakers on this item.

No action was taken on this item.

- VI. Criteria for Performance Review of Oakland Police Department (OPD) Chief**  
Tara Anderson presented a draft of performance criteria. The Committee discussed the plan for developing evaluation criteria and will review prior meetings regarding expectations of the Chief and will compare them to other evaluation tools.

Comments were provided by the following public speakers:

There were no public speakers on this item.

No action was taken on this item.

- VII. Agenda Setting and Prioritization of Upcoming Agenda Items**  
The Committee discussed scheduling a special meeting on December 3<sup>rd</sup> to discuss the criteria for an evaluation of the Chief of Police.

Comments were provided by the following public speakers:

There were no public speakers on this item.

No action was taken on this item.

- VIII. Adjournment**  
A motion was made by Regina Jackson, seconded by Tara Anderson, to adjourn the meeting at 5:48 p.m. The motion carried by the following vote:

Aye: Anderson, Harris, and Jackson

No: 0

CITY OF OAKLAND



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

March 4, 2020

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

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

Dear City Administrator Landreth and Assistant City Administrator Luna:

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

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

- A job description for the Chief role that was used in 2016 and 2017;
- The proposed contract scope and proposed reporting structure for the City Administrator's preferred contractor: Ralph Andersen & Associates<sup>2</sup>; and
- A list of key personnel requirements for the Commission to ensure its upcoming job search complies within the City Administrator's and other City processes for recruiting and hiring.

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

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

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

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

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

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

We appreciate your partnership in the stewardship of this search.

Sincerely,

/s

Regina Jackson, Chair  
Oakland Police Commission



## INTEROFFICE MEMORANDUM

**TO:** Oakland Police Commission

**FROM:** Richard J. Luna  
Assistant to the City Administrator

**SUBJECT:** Chief of Police Recruitment

**DATE:** March 6, 2020

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

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

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

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

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

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

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

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

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

Page 2

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

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

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

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

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

/s/

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

Attachments (5):

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



# ATTACHMENT A



CITY OF OAKLAND

CITY OF OAKLAND  
Revision Date: Nov 2, 2016

# CHIEF OF POLICE

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

## SALARY RANGE

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

### DEFINITION:

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

### DISTINGUISHING CHARACTERISTICS:

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

### EXAMPLES OF DUTIES:

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

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

**MINIMUM QUALIFICATIONS:****EDUCATION**

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

**EXPERIENCE**

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

**KNOWLEDGE AND ABILITIES:**

Knowledge of:

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

Ability to:

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

**LICENSE OR CERTIFICATE / OTHER REQUIREMENTS:**

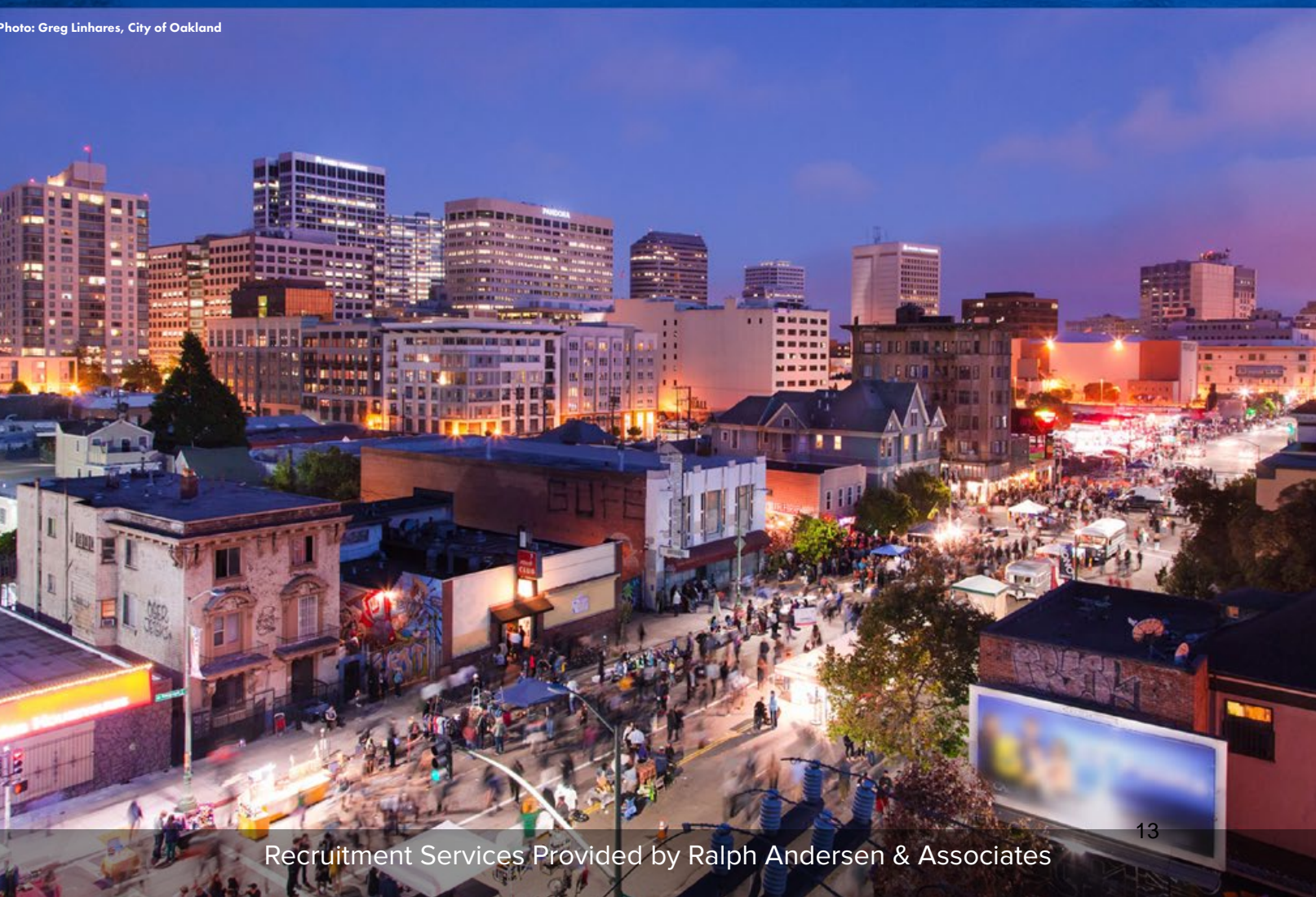
Required to successfully pass a qualifying medical, psychological, and extensive background screening procedure consistent with California POST regulations.

# ATTACHMENT B



# CITY OF OAKLAND CHIEF OF POLICE

Photo: Greg Linhares, City of Oakland





## AN AMAZING OPPORTUNITY

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

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

## CITY GOVERNANCE STRUCTURE

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

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

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

## OAKLAND POLICE DEPARTMENT

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

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

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

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

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

## CHIEF OF POLICE

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

## KEY RESPONSIBILITIES

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

Specific responsibilities include:

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

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

## TOP PRIORITIES

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



## EDUCATION AND EXPERIENCE

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

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

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

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

## COMPENSATION AND BENEFITS

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

## THE SELECTION PROCESS

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

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

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

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

For information about the Oakland Police Department visit the website [www.oaklandpolice.com](http://www.oaklandpolice.com).



## IDEAL CANDIDATE

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

The ideal candidate will:

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





## THE COMMUNITY OF OAKLAND

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

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

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

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



# CITY OF OAKLAND FACT SHEET



**AVERAGE MEDIAN HOME PRICE**  
**\$520K**

**ANNUAL HIGH: 67°F**  
**ANNUAL LOW: 51°F**



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

**OAKLAND IS HOME TO 8**  
**COLLEGES AND UNIVERSITIES**



## ATTRACTIONS



**3 PRO**  
**SPORTS**  
**TEAMS**



**THE**  
**CHABOT**  
**OBSERVATORY**



**THE**  
**OAKLAND**  
**ZOO**



**BEAUTIFUL**  
**LAKE**  
**MERRITT**



**OVER**  
**140**  
**PARKS**

## AWARDS & ACCOLADES

**#1**

**MOST**  
**DIVERSE**  
**LARGE CITY**  
**IN AMERICA**  
(WALLETHUB)

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

**#5**

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

**3RD BEST**  
**CITY FOR**  
**STARTUPS**  
(POPULAR  
MECHANIC)

**#3**

# ATTACHMENT C

## Recruitment Schedule

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

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

## Take An Online Survey

English:

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

Spanish:

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

Chinese:

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

Vietnamese:

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

## Join the Online Conversation

[www.speakupoakland.org](http://www.speakupoakland.org)



## Contact Us

✉ [OPDChiefRecruitment@oaklandnet.com](mailto:OPDChiefRecruitment@oaklandnet.com)

☎ (510) 238-3600

🌐 [www.oaklandnet.com](http://www.oaklandnet.com)

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



CITY OF OAKLAND



# Your Opinion Matters!

## Oakland's Chief of Police



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

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

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

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

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

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

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

Community Meetings

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



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

# ATTACHMENT D

The City of

**OAKLAND**

Chief of Police Selection Process

**Community Input Survey Results**



## **METHODOLOGY**

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

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

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



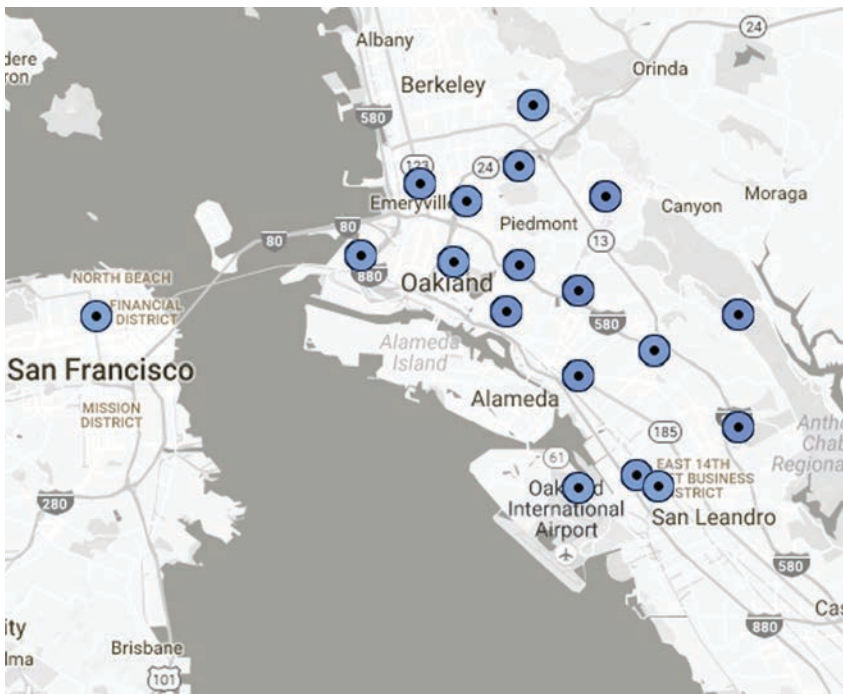


Community Input Survey  
**RESPONDENT  
DEMOGRAPHICS**

# DEMOGRAPHICS

## AT A GLANCE

**92% OF RESPONDENTS LIVE IN OAKLAND**



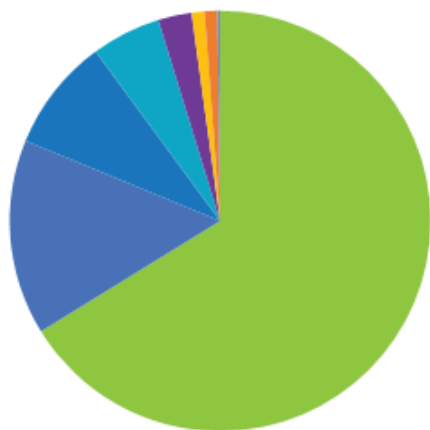
### WHICH PART OF OAKLAND?

TOP 5 RESPONDENT ZIP CODES

1. 94611
2. 94602
3. 94605
4. 94610
5. 94619

**56% OF RESPONDENTS WORK IN OAKLAND**

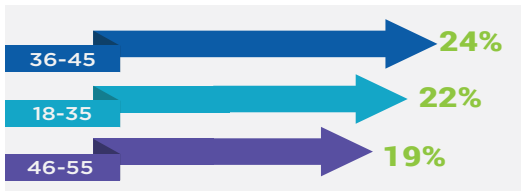
### RACE OF RESPONDENTS



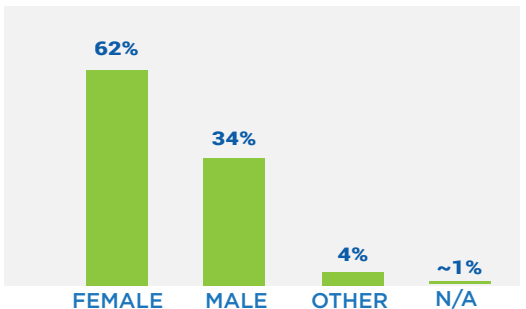
- White/Caucasian
- Black or African American
- Other
- Hispanic/Latino
- Other Asian or Pacific Islander
- Chinese
- Japanese
- Korean

### AGE & GENDER

#### MOST COMMON AGE GROUPS



#### GENDER DISTRIBUTION



## DEMOGRAPHICS OF SURVEY PARTICIPANTS

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

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

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

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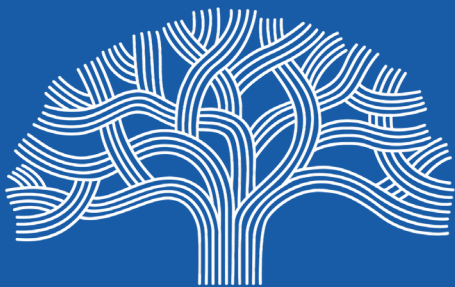
THE AGE DEMOGRAPHIC BREAKDOWN OF RESPONDENTS THAT PARTICIPATED IN THE SURVEY IS AS FOLLOWS:

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

---

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

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



CITY OF OAKLAND

Community Input Survey  
**RECAP OF RESULTS**

# SURVEY RESULTS AT A GLANCE

## DEPARTMENT PRIORITIES

01

FAIR & JUST POLICING

02

VIOLENT CRIME PREVENTION

03

CRIME SOLVING/ INVESTIGATIONS

## SAFETY

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

HOW CAN THE DEPARTMENT MAKE YOU FEEL SAFER?

- Neighborhood Policing
- More Police Walking the Street
- Faster Response Time
- Respond to Non-Violent Crimes
- More Positive Interactions With Police



TRANSPARENCY & COMMUNICATION



BUILD COMMUNITY RELATIONSHIPS



INCREASE ACCOUNTABILITY



FASTER RESPONSE TIME



MORE COPS ON PATROL

## CHIEF'S PRIORITIES



IMPROVE COMMUNITY RACE RELATIONS



DE-ESCALATION TRAINING



INCREASE ACCOUNTABILITY & REGAIN PUBLIC TRUST



CRIME REDUCTION



HIRE MORE OFFICERS



ENGAGE & WORK WITH THE COMMUNITY



## RECAP OF THE SURVEY RESULTS

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

### TOP 3 PRIORITIES FOR OAKLAND POLICE DEPARTMENT TO FOCUS ON:

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

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

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

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

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

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

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

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

QUESTION: WHAT, IF ANYTHING, WOULD YOU LIKE TO SEE THE CITY AND POLICE DEPARTMENT DO DIFFERENTLY TO HELP YOU FEEL SAFE? (OPEN ENDED)

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

---

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

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

---

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

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

---

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

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

---

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

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

---

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

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

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

---

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

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





# ATTACHMENT E

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

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

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

2. Scope of Services

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

3. Time of Performance

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

4. Compensation and Method of Payment

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

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

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

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

## 5. Independent Contractor

### a. Rights and Responsibilities

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

### b. Contractor's Qualifications

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

### c. Payment of Income Taxes

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

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

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary or Confidential Information of the City

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

7. Ownership of Results

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

8. Copyright

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

9. Audit

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

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

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

10. Agents/Brokers

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

11. Assignment

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

## 12. Publicity

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

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

## 13. Title of Property

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

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

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

## 14. Insurance

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

15. Indemnification

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



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

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

16. Right to Offset Claims for Money

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

17. Prompt Payment Ordinance

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

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

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

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

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

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

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

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

#### 18. Arizona and Arizona-Based Businesses

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

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

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

19. Dispute Disclosure

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

20. Termination on Notice

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

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

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

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

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

b. No Waiver

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

c. Remedies and Sanctions

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

22. Non-Discrimination/Equal Employment Practices

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

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

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

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

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

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

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

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

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

24. Living Wage Ordinance

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

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



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

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

## 25. Minimum Wage Ordinance

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

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

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

For further information, please go to the following website:

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

26. Equal Benefits Ordinance

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

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

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

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

27. City of Oakland Campaign Contribution Limits

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

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

28. Nuclear Free Zone Disclosure

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

29. Political Prohibition

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

30. Religious Prohibition

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

31. Business Tax Certificate

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

32. Abandonment of Project

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

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

33. Validity of Contracts

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

34. Governing Law

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

35. Notice

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

(City of Oakland)  
Human Resources Management  
150 Frank H. Ogawa Plaza, 3<sup>rd</sup> Floor  
Oakland, CA 94612  
Attn: Anil Comelo

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

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

36. Entire Agreement of the Parties

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

37. Modification

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

38. Severability/Partial Invalidity

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

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

39. Time of the Essence

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

40. Commencement, Completion and Close out

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

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

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

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

41. Approval



## Schedule Q

**INSURANCE REQUIREMENTS**  
(Revised 07/08/15)

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

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

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

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

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

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

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

b. Terms Conditions and Endorsements

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

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





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## SCHEDULE A

### SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

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

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

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

### COMPENSATION

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

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

### GUARANTEE

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

**Contractor:**

Heather Renschler, Ralph Andersen & Associates

(Please Print)

Heather Renschler

(Signature)

August 19, 2016

(Date)

**City Representative:**

Anil Comelo

(Please Print)

Anil Comelo

(Signature)

8-26-16

(Date)

Schedule B

# Fixed Fee Pricing

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

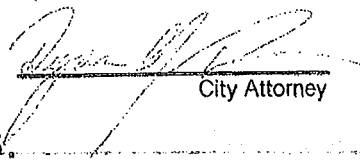
City of Oakland Recruitment Process Senior, Executive, or Other Highly Specialized Positions	
Responsible Entity	Fixed Fee for Professional Services and Expenses*
City Administrator	\$35,000 - \$50,000
Assistant City Administrator	\$25,000 - \$30,000
Department Director	\$25,000 - \$30,000
Department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

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

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

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

OAKLAND CITY COUNCIL

  
City Attorney

RESOLUTION No. 86022 C.M.S.  
2016 FEB 10 PM 12:42

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

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

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

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

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

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

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

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

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

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

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

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

IN COUNCIL, OAKLAND, CALIFORNIA, MAR 01 2016

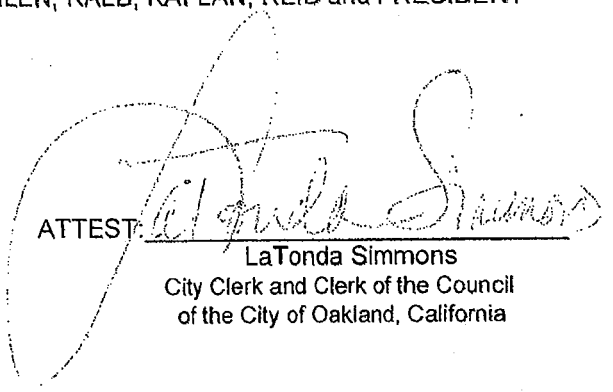
**PASSED BY THE FOLLOWING VOTE:**

AYES - BROOKS, CAMPBELL-WASHINGTON, ~~GALLO~~, GUILEN, KALB, KAPLAN, REID and PRESIDENT GIBSON MCELHANEY --- 7

NOES - Gallo - 1

ABSENT - 0

ABSTENTION - 0

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





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

**Policy Number:** 57 WEC PI9708

**Endorsement Number:**

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

**Named Insured and Address:** RALPH ANDERSEN & ASSOCIATES

5800 STANFORD RANCH RD STE 410  
ROCKLIN, CA 95765

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

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

**SCHEDULE**

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

Countersigned by \_\_\_\_\_ Authorized Representative

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

This endorsement modifies insurance provided under the following:

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

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

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

**Part 1: Property Coverage Enhancements:**

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

**1. Increased Glass Limits**

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

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

**2. Increased Fire Department Service Charge**

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

- c. **Fire Department Service Charge**  
When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$3,000 for your liability for fire department service charges:
  - (1) Assumed by contract or agreement prior to loss; or
  - (2) Required by local ordinance.

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

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

- i. **Civil Authority**  
We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.  
The coverage for Business Income will begin 48 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.



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

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

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

#### 4. Broadened Personal Property Coverage

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

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

#### 5. Increased limits for Personal Property Off Premises

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

##### b. Personal Property Off Premises

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

#### 6. Increased limits for Outdoor Property

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

##### c. Outdoor Property

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

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

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

#### 7. Fire Extinguisher Recharge

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

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

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

No deductible shall apply to this coverage.

**8. Business Income Enhancement**

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

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

**9. Lock Replacement**

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

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

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

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

**10. Removal of Sewer Backup Exclusion**

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

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

**Part 2: Liability Coverage Enhancements:**

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

**1. Medical Payments**

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

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

**2. Supplementary Payments**

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

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

**3. Blanket Additional Insureds**

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

Each of the following is also an Insured:

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

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

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

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

#### 4. Bodily Injury - Mental Anguish

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

"Bodily Injury":

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

#### 5. Liberalization

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

#### 6. Employee Indemnification Defense Coverage

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

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

#### 7. Amendment of Aggregate Limit

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

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

#### 8. Amendment to Watercraft Exclusion

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

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

**Part 3: Amendment of Conditions:**

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

# Combined Contract Schedules



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

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

- I declare under penalty of perjury that my company is NOT headquartered in Arizona. OR
- I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because \_\_\_\_\_
- I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

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

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

- Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation California
- Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_
- Joint Venture, Names of Participants \_\_\_\_\_

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

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

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

**Part III - Ethnicity and Gender of Employees:**

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

**Schedule K - (Pending Dispute Disclosure)**

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

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

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

Issues: \_\_\_\_\_ (check) \_\_\_\_\_ Additional Disputes listed on Attachment \_\_\_\_\_

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

FEIN 94-2299383

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.  
**NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.**

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

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



**Business Entity Detail**

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations

- Business Search

- Processing Times

- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources

- Tax Information

- Starting A Business

- Business Alerts

- Business Identity Theft

- Misleading Business Solicitations

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

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

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

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

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

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



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

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

**FOR CITY USE ONLY**  
 Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (s) (is not) an independent contractor.  
*Per secretary of state Pritov Stenning Andersen is an active corporation. I also consulted the secretary of state website and confirmed the designation is correct.*

Date: 10/14/15 *Carl Secker*  
 City Attorney/Assistant City Attorney/Deputy City Attorney

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

Employment Questionnaire: Please respond to the following questions:

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

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

**Section A. Contractor Information**

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

01/07/2015 13:19

**Section B. Compliance**

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

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

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

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

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

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

**Schedule U - (Compliance Commitment Agreement)**

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

penalty equal to 1 and 1/2 times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for professional services contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

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

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

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

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

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

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

Name of Individual: Heather Renschler Title: President/CEO

Signature: Heather Renschler Date: September 21, 2015

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

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

**SCHEDULE V RESPONSE**



# City of Oakland

## Equal Benefits Ordinance

### Certificate of Compliance

is hereby awarded to

**Ralph Andersen & Associates**

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

*Shelley Darenburg*  
Shelley Darenburg  
Senior Contract Compliance Officer

*10/6/15*  
Date



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

Contracting Dept. or Agency Human Resource Management  
 Dept. or Agency Liaison Anil Comelo (Ext. 6450)  
 Name of Contractor Ralph Andersen & Associates  
 Contractor EIN or SSN 94 - 22 993 83

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

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

**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)**

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

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

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

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

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

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

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

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

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

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

8/4/16  
Date

[Signature]  
Department or Agency Liaison FOR Anil Comelo





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 [X] Original [ ] Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

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

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

Type of Submission (check one) [ ] Bid [X] Proposal [ ] Qualification [ ] Amendment

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

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

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

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

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

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

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

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

Signature Robert Burg

Date 7 / 9 / 2015

Print Name of Signer Robert Burg

Position Executive Vice President

to be completed by City of Oakland after completion of the form. Date Received by City BY Date Entered on Contractor Database BY

## Printer Friendly Results

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

Your search returned 1 Results.

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[Email Any Questions Or Translation Suggestions/Corrections](#)

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**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**

28012523

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

**RALPH ANDERSEN & ASSOCIATES**

**EXPIRATION DATE**

12/31/2016

**BUSINESS LOCATION**

5800 STANFORD RANCH RD STE 410  
ROCKLIN, CA 95765-4386

**BUSINESS TYPE**

F Professional/Semi-Professional



**NAME**

**RALPH ANDERSEN & ASSOCIATES**

**MAILING ADDRESS**

5800 STANFORD RANCH RD STE 410  
ROCKLIN, CA, 95765-4386



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City of  
**OAKLAND** California



# **CITY OF OAKLAND OFFICE OF THE CITY ADMINISTRATOR**

**Sabrina Landreth, City Administrator**

**REQUEST FOR PROPOSALS  
(RFP)**

**For**

# **EXECUTIVE RECRUITMENT SERVICES 2019**

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

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

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

**I. INTRODUCTION**

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

**Pre-proposal Meeting Date and Time:** N/A

**Deadline for Questions:** 2:00 PM, Friday, November 8, 2019 by email to the Project Manager, [gpreece@oaklandca.gov](mailto:gpreece@oaklandca.gov)

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

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

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

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

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

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

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

1. iSupplier Registration/Login:

REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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

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

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

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

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

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

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

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

**II. SCOPE OF SERVICES**

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

Specific deliverables include:

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

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

**A. Description of Services**

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

***Phase I – Recruitment:***

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



**REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services**

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

***Phase II – Candidate Screening and Selection***

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

***Phase III – Hiring Process***

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

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

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

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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

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

REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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[schedules.](#)

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

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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

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

#### 4. The City’s Living Wage Ordinance

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

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

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

REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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- effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
  - d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
  - e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
  - f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
  - g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
  - h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its

**REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services**

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

5. Minimum Wage Ordinance

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

For further information, please go to the following website:

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

6. Equal Benefits Ordinance

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

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

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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\\_CH2.32EQ\\_BEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQ_BEOR.html#TOPTITLE)

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

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

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

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

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

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

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

8. Non-Discrimination/Equal Employment Practices

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

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



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

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

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

9. Arizona and Arizona-Based Businesses

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

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

10. Border Wall Ordinance

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

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

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

11. Pending Dispute Disclosure Policy:

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

12. City of Oakland Campaign Contribution Limits

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

13. Nuclear Free Zone Disclosure

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

14. Sample Professional Service Agreement

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

15. Insurance Requirements

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

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

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

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

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

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

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

16. City Contractor Performance Evaluation

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

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

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

18. Contractor's Qualifications

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

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

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

RFQ and Project related issues:

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

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

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

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

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

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

## B. SUBMITTAL REQUIREMENTS

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

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

## C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

### 1. Transmittal Letter

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

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**2. Project Team**

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

**3. Project Personnel**

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

**4. Relevant Experience**

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

**5. Project Approach and Organization**

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

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6. References

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

7. Billing Rates

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

## 8. Submittals are validated using the following RFQ Checklist.

- a Schedules (Required with submission)

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

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

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

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

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

**D. REJECTION OF PROPOSAL ELEMENTS**



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

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

**E. EVALUATION OF PROPOSALS – SUBJECT TO CHANGE**

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

- 1) Relevant Experience .....30 points
  - Past, recently completed, or on-going local government projects to substantiate experience.
  - Experience on at least three (3) projects providing services like those described in this RFQ.
  - Prior experience and ability to work with City staff, community groups, and other stakeholders.
- 2) Qualifications .....25 points
  - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization .....20 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) Approach .....20 points
  - Understanding of the nature and extent of the services required.
  - A specific outline of how the work will be performed.
  - Awareness of potential problems and providing possible solutions.

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- Special resources the team offers that are relevant to the successful completion of the project.

5) L/SLBE Certified Business Participation .....2-5 Points

6) Other Factors.....10 points

- Presentation, completeness, clarity, organization, and responsiveness of proposal.

**F. INTERVIEWS OF SHORT-LISTED FIRMS**

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

1) It is anticipated that approximately three teams will be invited to interview. The selected teams will be notified in writing, and will be required to submit a detailed work scope, work schedule, and labor distribution spreadsheet (estimated hours by task by staff) the day before the interview. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.

2) The interviews will last approximately 60 minutes, with the time allocated equally between the team’s presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services like those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).

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

a) Presentation:.....40 points (Scoring criteria is like that of the proposal criteria.)

- Relevant Experience
- Qualifications.
- Organization.
- Approach.
- Other Factors

b) Request for Proposal Submittal:.....25 points

- Total points from the initial review of proposals will be allocated proportionally based on a maximum allowance of 20 points

c) Interview / Questions:.....35 points

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

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

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

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

#### G. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE

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

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

**END OF RFQ**

## ATTACHMENT A

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

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

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

2. Scope of Services

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

3. Time of Performance

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

4. Compensation and Method of Payment

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

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

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

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

5. Independent Contractor

a. Rights and Responsibilities

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

b. Contractor's Qualifications

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

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary or Confidential Information of the City

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

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**7. Ownership of Results**

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

**8. Copyright**

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

**9. Audit**

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

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

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

**10. Agents/Brokers**

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

**11. Assignment**

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



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

## 12. Publicity

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

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

## 13. Title of Property

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

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

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

## 14. Insurance

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

**15. Indemnification**

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

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- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
  - e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any 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 for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor

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

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

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

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

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

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

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18. Arizona and Arizona-Based Businesses

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

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

19. Dispute Disclosure

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

20. Termination on Notice

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

21. Conflict of Interesta. Contractor

The following protections against conflict of interest will be upheld:

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

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

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

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

b. No Waiver

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

c. Remedies and Sanctions

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

22. Non-Discrimination/Equal Employment Practices

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

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

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

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

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

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

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



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

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

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

24. Living Wage Ordinance

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

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

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

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

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

26. Equal Benefits Ordinance

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

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

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

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

27. City of Oakland Campaign Contribution Limits

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

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

28. Nuclear Free Zone Disclosure

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

29. Political Prohibition

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

30. Religious Prohibition

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

31. Business Tax Certificate

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

32. Abandonment of Project

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

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

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

33. Validity of Contracts

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

34. Governing Law

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

35. Notice

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

<u>(City of Oakland)</u>	<u>Name of Contractor</u>
Agency/Department	Address
Address	City State Zip
Oakland, CA	Attn: <u>Project Manager</u>
Attn: <u>Project Manager</u>	

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

36. Entire Agreement of the Parties

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

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

37. Modification

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

38. Severability/Partial Invalidity

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

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

39. Time of the Essence

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

40. Commencement, Completion and Close out

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

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

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

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

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

41. Approval

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

42. Inconsistency

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

**City of Oakland,  
a municipal corporation**

**Name of Contractor**

\_\_\_\_\_  
(City Administrator’s Office) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Agency Director’s Signature) (Date)

\_\_\_\_\_  
Business Tax Certificate No.

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Date of Expiration

\_\_\_\_\_  
(City Attorney’s Office Signature) (Date)

\_\_\_\_\_  
Resolution Number

\_\_\_\_\_  
Accounting Number

**END OF PROFESSIONAL SERVICES CONTRACT SAMPLE**

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



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

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

**AND**

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

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

**AND**

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

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



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SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

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

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

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

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

Signature \_\_\_\_\_ Date     /    /    

Print Name of Signer \_\_\_\_\_ Position \_\_\_\_\_

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

Date Received by City:     /    /     By \_\_\_\_\_

Date Entered on Contractor Database:     /    /     By \_\_\_\_\_

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**SCHEDULE W**  
**BORDER WALL PROHIBITION**

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

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

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

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

I declare that I understand Ordinance #13459 C.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.

\_\_\_\_\_  
(Printed Name and Signature of Business Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Business Entity)

\_\_\_\_\_  
(Street Address City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

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

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

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

**AND**

**SCHEDULE Q  
(INSURANCE REQUIREMENTS)**

An interactive version of this form 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](mailto:ppeav@oaklandca.gov) or phone number 510-238-3190

**REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services**



**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	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 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	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE6

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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## Schedule Q

### INSURANCE REQUIREMENTS

*(Revised 09/12/2019)*

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

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

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

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

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

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bodily injury by disease. The Contractor certifies that she/he 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:
- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by*



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

b. Terms Conditions and Endorsements

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

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

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Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

j. Higher Limits of Insurance

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

# ATTACHMENT C: City Schedules and Policies

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

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

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

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

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

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

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

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

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

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

compliance by signing this Declaration of Compliance.

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

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

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

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

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule<sup>1</sup>” 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->

<sup>1</sup> Stand Alone Schedule is not part of the “Combined Schedule”.

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

schedules.

- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

**5. Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.**

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

**6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.**

- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

**7. Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone**

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**Schedule”.**

This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

**8. Schedule K – (Pending Dispute Disclosure Policy) – Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
  - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
  - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
  - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
  - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
  - (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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

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

**10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website ([https://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.28LIWAO\\_R.html#TOPTITLE](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](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**.



## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

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

**13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

**14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> Schedule Q.
- ii. A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

**15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. For establishing level of certified local Oakland for profit and not for profit

## REQUEST OR PROPOSAL (RFP) – Executive Recruitment Services

participation and calculating compliance with council’s 50% local participation policy.

- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values more than one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

**16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.**

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see Combined Schedules)

**17. Schedule W – (Border Wall Prohibition )- Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.**

This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

**PLEASE NOTE:** *By submitting an RFP/Q, NIB or Grants to the City of Oakland the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*



# OAKLAND POLICE COMMISSION

## Agenda Report

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<b>Subject:</b>	<b>Information Regarding Staffing Requests for Oakland Police Commission and Community Police Review Agency</b>
Date:	March 5, 2020
Prepared by:	Juanito Rus, CPRA Policy Analyst
Approved by:	John Alden, CPRA Executive Director

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### Action Requested:

Receive information, and provide direction, regarding potential additions and changes in staffing for the Oakland Police Commission and Community Police Review Agency.

### Summary

The Community Police Review Agency is currently preparing a budget request for the FY 2020/21 mid-year budget cycle on behalf of the Agency, the Police Commission, and the Office of the Inspector General. As part of the request, the Agency proposes several changes and additions to both Agency and Commission budgeted staff to adequately address with new initiatives and increased workflow both in investigations and operations. These proposals include two (2) requested changes to positions already being processed through the City's Human Resources and Budget Departments, as well the addition of four (4) new positions specifically tasked with support of Commission and Agency operations and initiatives.

Staffing changes already in progress for the Community Police Review Agency:

- 1) Conversion of open Investigator II position to a supervising Investigator III;
- 2) Conversion of open Office Assistant I position to an Administrative Analyst II.

New staffing requests for the Community Police Review Agency and Oakland Police Commission:

- 1) Addition of one (1) Administrative Analyst II to serve as CPRA Outreach Coordinator;
- 2) Addition of one (1) CPRA Receptionist;
- 3) Addition of one (1) Assistant to the Director to support the CPRA Executive Director;
- 4) Addition of one (1) Assistant to the Director to directly support the Oakland Police Commission.

**Background:**

In November 2016, the voters of Oakland passed Measure LL, adding section 604 to the City Charter – thereby creating a new Oakland Police Commission and Community Police Review Agency (CPRA), and sunseting the prior Citizen’s Police Review Board (CPRB). Collectively, the changes introduced through the creation of this new police oversight structure introduced significant additional work beyond that which had been required under the CPRB structure. This increased workload encompassed both additional demands for administrative support of a more powerful civilian oversight body in the form of the Police Commission; and a large increase in both the number of required investigations and the complexity of administrative documentation related to these investigations for the Commission’s investigative agency the CPRA.

In 2019, the CPRA welcomed a new Executive Director, and was able to hire three (3) new line investigators, bringing its staffing closer in line with the required staffing under Measure LL of one investigator per 100 sworn members of the Oakland Police Department. However, this increased line investigative capacity did little to address the equally impacted areas of Commission support and operational support to investigations within the Agency.

Therefore, the CPRA recommends that the Commission consider a package of staffing related requests of the City of Oakland as part of the mid-year budget revision for fiscal year 2020/21. These requests include both two (2) revisions to the job classifications associated with current Agency vacancies – which are already being processed through the City’s HR Department, as well as four (4) additional positions specifically designed to address specific administrative support needs of both the Commission and the CPRA.

**Proposed Changes/Additions to Staffing of Police Commission and CPRA:**

The Community Police Review Agency has developed a list of proposals for new and revised positions within the Police Commission and CPRA staffing in order to address both the increased investigative caseloads and administrative requirements related to CPRA investigations created by the changes to the City Charter embedded in Measure LL, and additional operational support for Commission activities and community engagement.

*Add/Deletes Currently in Progress:*

Two of the proposed changes to CPRA staffing can be accomplished through the reclassification of existing vacant positions within the Agency without need to wait for the annual budget process. One of these changes has already been approved by the City’s budget and HR departments, and the CPRA expects to move forward with hiring for these positions in the Summer of 2020.

### 1. Conversion of Open Investigator II to Investigator III.

The CPRA currently has one (1) vacant Investigator II (line investigator) position. The Agency has requested that this position be upgraded to an Investigator III position in order to provide an additional supervisor in the investigations group who will be tasked with supervision of the Intake process. CPRA investigations currently count on one (1) supervising Investigator III to coordinate all investigations, both those in intake, and those which have been assigned to agency investigators. Given the increased investigative caseloads and administrative requirements related to CPRA investigations, the Agency believes that a second supervisor to oversee the intake process, assist in the preparation investigative case files, and mentor intake technicians is vital if Agency investigations are to be completed in the 180-day time frame specified in City Charter section 604 (Measure LL). This change has been approved, and CPRA is now moving to fill the position.

### 2. Conversion of CPRA Administrative Support Assignment from Office Assistant I – Administrative Analyst II

Within the organizational structure the CPRA inherited from the former Community Police Review Board (CPRB), the Agency counted on one (1) full-time administrative support person, Verdene Klasse, who was classified as an Office Assistant II under the City's civil service structure. That classification was inappropriate for the job duties assigned to that individual given the position's wide-ranging responsibilities and extensive handling of confidential personnel files; and the Agency had been working to upgrade the classification to an Administrative Analyst II – which more closely matches the position's assigned duties. With the vacancy created by Ms.Klasse's passing in December 2019, the Agency has proceeded with the request for a reclassification of the position prior to hiring replacement staff, and that change is currently with the City's Human Resources Department.

#### *New Staffing Requests (CPRA & Commission):*

In addition to the reclassification of existing vacancies within the CPRA to better align staffing to Agency work flows, the CPRA recommends the creation of four (4) additional positions to provide administrative support to Commission and Agency initiatives.

#### 1. Add: CPRA Administrative Analyst II (AP106) – Outreach Coordinator

During the February 27, 2020 meeting of the Oakland Police Commission, the CPRA Executive Director was instructed to engage an outside contractor to revise the Agency's outreach strategy and introduce a new set of outreach materials with the understanding that these efforts would eventually be continued by a full-time member of the CPRA staff dedicated to community outreach. Because the Agency does not

currently have the staffing capacity to maintain this initiative, it will require the addition of a dedicated staff member – an assignment which would be classified within the City’s civil service structure as an Administrative Analyst II (Classification AP106). The CPRA requests that the Commission prioritize the request for this position in order to further the goals outlined in that February 27<sup>th</sup> meeting.

2. Add: CPRA Receptionist (SS170)

As currently staffed, the CPRA also has no full-time staff dedicated to reception. Agency staff – especially Intake Technicians – are expected to answer incoming phone calls and greet and accommodate individuals who walk into the CPRA offices to file a complaint or for any other reason. Increased administrative tasks given CPRA’s increased workload also impede Investigators’ focus on investigative tasks. However, given the increased demands on existing investigative staff due to the additional requirements under Measure LL, the balancing of investigative duties with the reception function has compromised the Agency’s ability to complete all work in a timely manner. The CPRA therefore requests that the Commission request the addition of a full-time Receptionist (civil service classification SS170) to receive visitors, answer phones, and assist with other routine administrative tasks.

3. Add: Two (2) Assistant to the Director (EM118) positions, one for the Police Commission and one for the Executive Director of the Community Police Review Agency

Both the Police Commission and Executive Director of the CPRA are required to perform extensive duties outside of normal City business hours and often require flexible staff assistance of a type which is difficult to provide under most standard City of Oakland civil service job classifications. Many of these tasks also require a high level of discretion, a knowledge of City policies and structures (especially contracting), and supervision of support staff such as Administrative Analysts. Moreover, CPRA is slated to lose its Policy Analyst position, which under Measure LL will transition to the Inspector General’s Office, leaving CPRA with even less support. A lead support figure, akin to a Chief of Staff, are essential to supporting the new duties of the Commission and the CPRA.

Within the City’s employment structure there is one job classification which the CPRA believes could appropriately fulfil these staffing needs in both instances. The Assistant to the Director (EM118) job classification is exempt from the regulations of the Civil Service Board and receives direction on an at-will basis from a department head or Personnel Director. The position is also exempt from overtime compensation per the Fair Labor Standards Act (FLSA) Administrative exemption criteria, and so allows for a degree of flexibility around hours and assignments that would be more restricted under most City clerical staff classifications. It also captures the high level of training and expertise commensurate with a Chief of Staff.

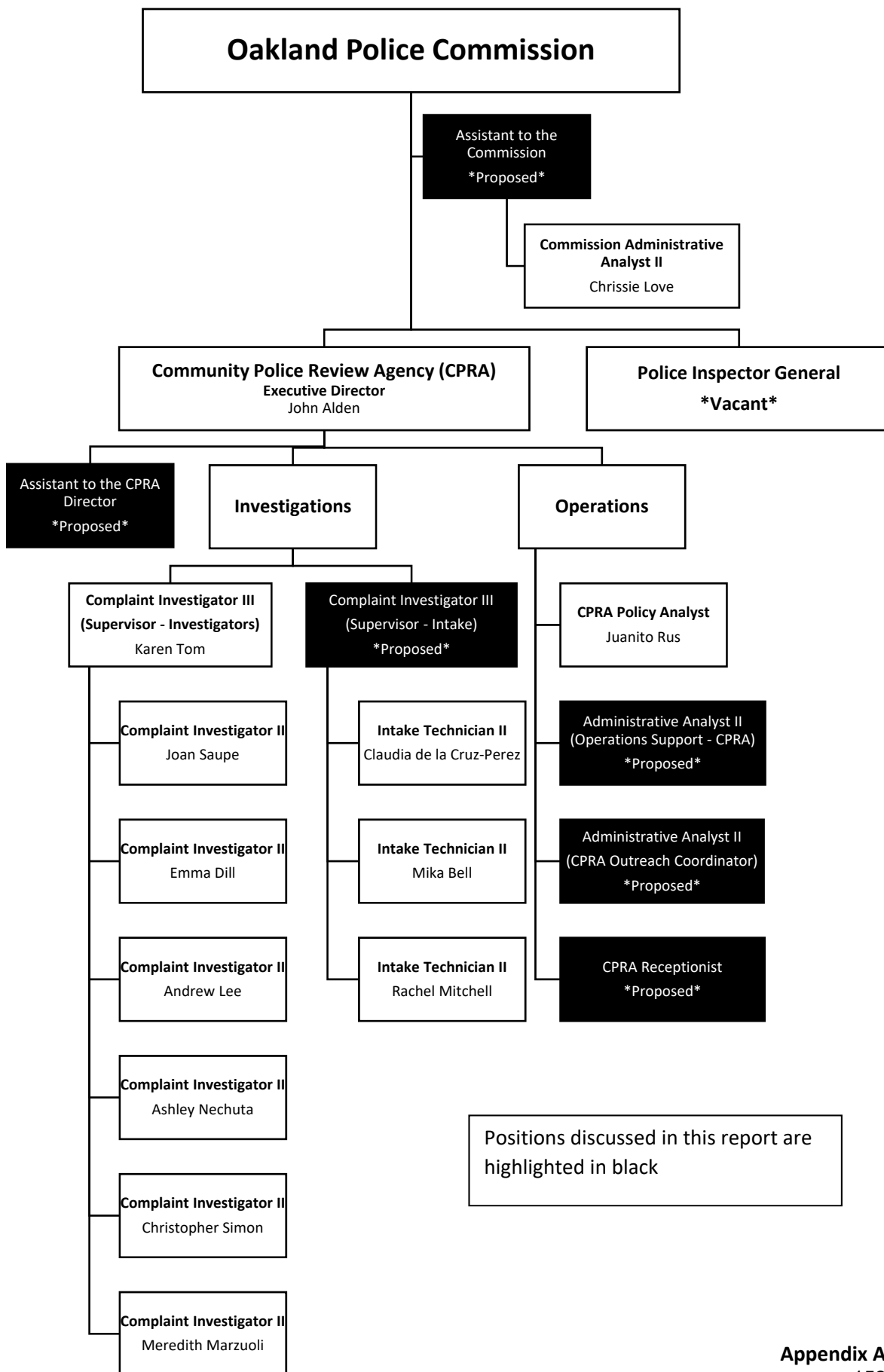
**Conclusion**

The CPRA requests that the Personnel Committee of the Oakland Police Commission review the two (2) modifications of CPRA job classifications described above. Further, the Personnel Committee should consider supporting the four (4) additional staffing recommendations for the CPRA and the Commission highlighted in this report, and provide any other direction as to staffing changes implicated in the budget process.

**Appendix A – Police Commission / CPRA / Inspector General work flow  
organizational chart**

**Appendix B – City of Oakland job classifications for positions included in request**

Appendix A  
 Police Commission / CPRA / Inspector General Work Flow Organizational Chart





## Appendix B- Position Classifications Discussed in Agenda Report



### COMPLAINT INVESTIGATOR III

Class Code: AP144 FTE; AP145 PPT      Civil Service Classified

#### DEFINITION

Under general direction of the Community Police Review Agency (CPRA) Executive Director, oversees and participates in intake and investigations; performs investigations of complaints of alleged police misconduct which are filed with the Community Police Review Agency and/or the Oakland Police Department; compiles and analyzes facts and data for cases; acts as a liaison between the Police Commission, City Administrator's Office, the City Attorney's Office, and the Police Department; supervises, trains, and evaluates assigned staff; may act in the absence of the Executive Director; and performs related duties as assigned.

#### DISTINGUISHING CHARACTERISTICS

This is a first-line supervisory level position in the professional Complaint Investigator series. Under supervision, the incumbent is responsible for conducting thorough complex, sensitive, and diverse investigations of complaints alleging a broad range of misconduct by sworn Police Officers. The incumbent is responsible for overseeing case intake, critically evaluating complaints, developing a comprehensive investigation plan, pursuing and gathering relative and probative factual information from a variety of sources, analyzing the facts, reviewing and applying appropriate policies, and submitting comprehensive and objective written reports making recommendations on complaints in a timely manner, considering applicable statute of limitations and tolling provisions.

The incumbent is also required to present reports and information orally to the Police Commission, Mayor, City Administrator, City Council and local community groups. The highest degree of independence is utilized in conducting the investigation. The incumbent is expected to carry out assignments with little or no direction except as new or unusual circumstances arise. The incumbent will be expected to attend meetings and hearings outside of normal business hours. The incumbent receives general supervision from the CPRA Executive Director and may act in the absence of the Executive Director.

The incumbent receives direction from the CPRA Executive Director and exercises general supervision over assigned professional and clerical staff.

**EXAMPLES OF DUTIES** - *Duties may include, but are not limited to the following:* Supervise, train, and evaluate intake technicians, investigators, and attorneys. Consult with investigators on complex cases and coordinate investigative resources where applicable. Provide initial review of completed investigative reports. Investigate complaints filed with the CPRA; facilitate mediation of complaints as appropriate.

## **Appendix B- Position Classifications Discussed in Agenda Report**

Analyze and compile facts and data for cases concerning police complaints; formulate objective recommendations based on critical analysis; interpret rules, laws and regulations pertaining to police conduct; develop, maintain, revise and provide CPRA Executive Director with the comprehensive investigative plan and case status. Prepare a variety of complex written reports; attend meetings; make oral presentations to the Police Commission, City Council, community groups, and others.

Consult and confer with the CPRA Executive Director regarding the following: prioritization of cases for investigation; facts established in investigations; important issues that may arise in interpreting various laws; facts, trends, and patterns identified through investigations; and the recommended disposition and conclusion of cases. Respond to inquiries from the community members, Police Officers, the Police Commission, the media, and other interested parties in a timely manner. Participate in community outreach activities and serve as a representative of the CPRA and the Police Commission to community groups, the Police Department, and other government agencies.

Identify, actively seek out, and interview complainants, witnesses, technicians, sworn police personnel, dispatchers, medical personnel, and others as necessary to complete thorough investigations; gather pertinent evidence material to complaints; assess Oakland Police Department, including Internal Affairs Division, records and maintain confidentiality; compile and summarize information collected. Maintain complete and accurate complaint files, conversation logs, closed files, media reports, police reports, computerized files and other related files and records; formulate reports based on the evidence gathered; ensure that records are secured and confidential. Drive to various locations to conduct interviews, research complaints, access data and information, and attend meetings. Participate in training and orienting new personnel and Police Commissioners; make recommendations regarding training and policy changes. Process Public Records Act requests in accordance with City policy and applicable laws, consulting and conferring with City Attorney and CPRA Executive Director as needed.

Operate an automotive vehicle in the performance of assigned duties; travel to off-site locations throughout the community.

### **KNOWLEDGE AND ABILITIES**

Knowledge of: principles, practices, and techniques of conducting an investigation including interview and interrogation procedures, research and data investigation, analysis of information, and preparing thorough and objective recommendations; laws of arrest, search, and seizure; legal rights of citizens; principles of constitutional law and the Public Safety Officer's Bill of Rights; public relations principles including public speaking, conflict resolution/mediation, and related techniques; police department administration and organization; administrative hearing practices; English punctuation, syntax, language mechanics, and spelling; principles and techniques necessary for the objective presentation of recommendations both in oral and written formats; computer systems and software applications including word processing, databases, and spreadsheets; and principles of supervision, training, and development.

## Appendix B- Position Classifications Discussed in Agenda Report

Ability to: plan, organize and conduct thorough investigations of complex and sensitive issues in a timely manner; maintain accurate records and files; create comprehensive investigative operational plans; conduct effective interviews using appropriate techniques and approaches; follow-up on discrepancies; corroborate evidence and leads to other evidence suggested by complaint and defense; use tact and diplomacy in interviewing individuals from diverse backgrounds while remaining calm and impartial during sensitive, confrontational, and stressful situations; compile and critically analyze information, facts, evidence and other data to evaluate testimony and analyze the credibility of the witness and the probative value of information obtained; reason logically; apply rules and facts; draw conclusions and make supported recommendations; operate a camera to photograph complainants' injuries and the scene of the incident if necessary; read, comprehend, and analyze complex policies, rules, laws, reports, medical records, and other pertinent documents; interpret information regarding the case and process in lay person's terms; maintain a high level of professionalism and ethical standards in approaching each case without preconceived biases; communicate effectively orally and in writing; make verbal presentations to both large and small groups; establish and maintain professional working relationships with employees, elected officials, boards and commissions, community groups and the general public; handle stressful and sensitive situations with tact and diplomacy; meet critical deadlines, manage time effectively, and adapt quickly to changing priorities; work with minimal supervision and direction; work flexible hours as necessary including nights and weekends; and supervise, train, and evaluate assigned staff.

### MINIMUM QUALIFICATIONS

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.*

#### **Education:**

Bachelor's degree from an accredited college or university in public administration, behavioral science, political science or a related field. Master's or law degree is highly desirable.

#### **Experience:**

Five years of professional full-time paid experience in civil, employee, or criminal investigation or related fields where the responsibility includes evidence gathering, evidence evaluation, and disposition recommendation. Previous lead or supervisory experience is desirable.

### LICENSE OR CERTIFICATE

Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

### OTHER REQUIREMENTS

**Appendix B- Position Classifications Discussed in Agenda Report**

Oral and written bi-lingual skills in Spanish, Mandarin or Cantonese are highly desirable. Other languages may be added to comply with the City’s Equal Access Ordinance or other relevant legislation or department needs.

Incumbents will be expected to work nights and weekends as necessary.

Must pass a thorough background investigation.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY					
Established:	7/22/1993	CSB Resolution #:	44287	Salary Ordinance #:	
Exempted:	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Exemption Resolution #:			
Revision Date:	01/16/2020	CSB Resolution #:			
Revision Date:	3/6/2008	CSB Resolution #:	4451 6		
Re-titled Date:	/ /	CSB Resolution #:		Salary Ordinance #:	
(Previous title(s): n/a)					

## Appendix B- Position Classifications Discussed in Agenda Report

### COMPLAINT INVESTIGATOR II



Class Code: AP146 FTE

Civil Service Classified

#### DEFINITION

Under supervision of the Citizens' Police Review Board Executive Director in the City Administrator's Office, investigates citizen's complaints of alleged police misconduct which are filed with the Citizens' Police Review Board; compiles and analyzes facts and data for cases; prepares investigative reports for meetings and hearings; and performs other related duties as assigned.

#### DISTINGUISHING CHARACTERISTICS

This is the journey level position in the professional Complaint Investigator series. Under supervision the incumbent is responsible for conducting thorough complex, sensitive, and diverse investigations of citizens' complaints alleging a broad range of misconduct by sworn police officers and park rangers. The incumbent is responsible for case intake, critically evaluating complaints, developing a comprehensive investigation plan, pursuing and gathering relative and probative factual information from a variety of sources, analyzing the facts, reviewing and applying appropriate policies and submitting comprehensive and objective written reports making recommendations on complaints in a timely manner, considering applicable statute of limitations and tolling provisions.

The incumbent is also required to present reports and information orally to the Citizens' Police Review Board, Mayor, City Administrator, City Council and local community groups. A high degree of independence is utilized in conducting the investigation. The incumbent is expected to carry out assignments with little or no direction except as new or unusual circumstances require. The incumbent will be expected to attend meetings and hearings outside of normal business hours.

The incumbent receives general supervision from the Citizens' Police Review Board Executive Director.

#### EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Provide assistance to citizens filing complaints with the Citizens' Police Review Board and provide referrals to other appropriate agencies as necessary. Investigate complaints filed with the Citizens' Police Review Board; facilitate mediation of complaints as appropriate. Analyze and compile facts and data for cases concerning police complaints; formulate objective recommendations based on critical analysis; interpret rules, laws and regulations pertaining to police conduct; develop, maintain, revise and provide Citizens' Police Review Board Executive Director with the comprehensive investigative plan and case status.

## Appendix B- Position Classifications Discussed in Agenda Report

Prepare a variety of complex written reports; attend meetings and hearings and prepare minutes of Citizens' Police Review Board meetings and hearings; make oral presentations to the Mayor, City Administrator, City Council, Citizen's Police Review Board and community groups and others. Consult and confer with Executive Director regarding the following: prioritization of cases for investigation; facts established in investigations; important issues that may arise in interpreting various laws; facts, trends and patterns identified through investigations; the recommended disposition and conclusion of cases. Under the direction of the Executive Director, act as liaison between the Mayor's Office, City Administrator's Office, City Attorney's Office, and Police Department in the acquisition and presentation of findings; respond to inquiries from citizens, Police Officers, Citizens' Police Review Board, the media and other interested parties in a timely manner. Participate in community outreach activities and serve as a representative of the Citizens' Police Review Board and City Administrator's Office to citizen groups, the police department, and other government agencies.

*Identify, actively seek out, and interview complainants, witnesses, technicians, sworn police personnel, dispatchers, medical personnel and others as necessary to complete thorough investigations; gather pertinent evidence material to complaints; assess Oakland Police Department, including Internal Affairs Division records, and maintain confidentiality; compile and summarize information collected. Maintain complete and accurate complaint files, conversation logs, closed files, media reports, police reports, computerized files and other related files and records; formulate report based on the evidence gathered; ensure that records are secured and confidential. Drive to various locations to conduct interviews, research complaints, access data and information and attend meetings and hearings. Participate in training new personnel and Board members; make recommendations regarding training and policy changes. Process Public Records Act requests in accordance with City policy and applicable laws, consulting and conferring with City Attorney and Executive Director as needed.*

### KNOWLEDGE AND ABILITIES

Knowledge of: principles, practices and techniques of conducting an investigation including conduct of interviews and interrogation, research and data investigation, analysis of information, and preparing thorough and objective recommendations; laws of arrest, search and seizure; legal rights of citizens; principles of constitutional law; and Public Safety Officer's Bill of Rights; public relations principles including public speaking and conflict mediation techniques; police department administration and organization; administrative hearing practices; English punctuation, syntax, language mechanics and spelling; principles and techniques necessary for the objective presentation of recommendations both in oral and written formats; and basic personal computer applications including word processing, databases and spreadsheets.

Ability to: plan, organize and conduct thorough investigations of complex and sensitive matters in a timely manner; maintain accurate records and files; create comprehensive investigative operational plans; interview effectively and analytically; follow-up on discrepancies; corroborate evidence and leads to other evidence suggested by complaint and defense; use tact and diplomacy in interviewing individuals from diverse backgrounds while remaining calm and impartial during sensitive, confrontational, and stressful

## **Appendix B- Position Classifications Discussed in Agenda Report**

situations; compile and critically analyze information, facts, evidence and other data to evaluate testimony and analyze the credibility of the witness and the probative value of information obtained; reason logically; apply rules and facts; draw conclusions and make supported recommendations; operate a camera to photograph complainants' injuries and the scene of the incident if necessary; read, comprehend, and analyze complex policies, rules, laws, reports, medical records and other pertinent documents; interpret information regarding the case and process in lay person's terms; maintain a high level of professionalism and ethical standards in approaching each case without preconceived biases; communicate effectively orally and in writing; make verbal presentations to both large and small groups; establish and maintain professional working relationships with employees, elected officials, boards and commissions, community groups and the general public; handle stressful and sensitive situations with tact and diplomacy; meet critical deadlines, manage time effectively and adapt quickly to changing priorities; work with minimal supervision and direction; and work flexible hours as necessary including nights and weekends.

### **MINIMUM QUALIFICATIONS**

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.*

#### **Education:**

Bachelor's degree from an accredited college or university in public administration, behavioral science, political science, or a related field.

#### **Experience:**

Three years of professional full-time paid experience in civil or criminal investigation or related field where the responsibility includes evidence gathering, evidence evaluation, and disposition recommendation.

### **LICENSE OR CERTIFICATE**

Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

### **OTHER REQUIREMENTS**

Oral and written bi-lingual skills in Spanish, Mandarin or Cantonese are highly desirable. Other languages may be added to comply with the City's Equal Access Ordinance or other relevant legislation or department needs.

Incumbents will be expected to work nights and weekends as necessary.

## Appendix B- Position Classifications Discussed in Agenda Report



CITY OF OAKLAND

CITY OF OAKLAND

Established Date: Jun 27, 1996

### ADMINISTRATIVE ANALYST II

Bargaining Unit: TW1 - Local 21 Admin, Prof,  
Technical & Other

Class Code:  
AP106

### SALARY RANGE

\$6,530.37 - \$8,018.19 Monthly

\$78,364.44 - \$96,218.28 Annually

### DEFINITION:

To perform professional budgetary, personnel, and administrative work in support of division or department operations; and to supervise assigned staff.

### DISTINGUISHING CHARACTERISTICS:

Receives general supervision from the Management Assistant, Division Manager, Director, Deputy Director, or Administrative Services Manager. Exercises direct and indirect supervision over Administrative Analyst I and assigned technical and clerical personnel.

### EXAMPLES OF DUTIES:

- Assist in developing and monitoring the division or department budget.
- Perform division or departmental recruiting, classification, training, payroll, employee relations and personnel rules and regulations; act as division or departmental liaison with the Personnel Department.
- Administer grant programs; develop and monitor required procedures.
- Supervise and evaluate assigned personnel in administrative, personnel, payroll or assigned program functions.
- Develop and implement computer systems and applications.



## Appendix B- Position Classifications Discussed in Agenda Report

- Perform division or department fiscal operations including payroll, accounts payable and receivable, purchase orders, loan servicing and loan accounts, and review and development of fiscal policies, procedures and handling of funds.
- Develop policies and procedures for departmental operations; assist in development of short and long term planning.
- Assist in reviewing and preparing City Council agenda materials; prepare staff reports.
- Prepare and analyze complex reports.
- Assist in negotiating and administering contracts.
- Develop and maintain record maintenance systems.
- Direct and participate in public information projects.
- Perform related duties as assigned.

### MINIMUM QUALIFICATIONS:

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.*

#### Education:

Bachelor's degree from an accredited college or university in public or business administration, economics, accounting, or related field. A Master's degree is desirable.

#### Experience:

Three years of experience performing progressively responsible administrative work.

### KNOWLEDGE AND ABILITIES:

#### Knowledge of:

- Budget development and administration.
- Principles, practices and methods of administrative and organizational analysis.
- Applications and implementation of computer systems.

#### Ability to:

- Establish, evaluate and implement administrative/operational policies, practices and procedures.

## **Appendix B- Position Classifications Discussed in Agenda Report**

- Prepare and administer a complex budget system.
- Coordinate functions and activities between departments and outside agencies.
- Prepare and analyze complex reports.
- Communicate effectively and persuasively in both oral and written form.
- Analyze and solve problems.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

**LICENSE OR CERTIFICATE / OTHER REQUIREMENTS:**

None required.

**CLASS HISTORY:**

Established: 6-27-1996; CSB Reso#: 44358

## Appendix B- Position Classifications Discussed in Agenda Report



CITY OF OAKLAND

CITY OF OAKLAND

Revision Date: Apr 10, 2012

### RECEPTIONIST

Bargaining Unit: SD1 - Local 1021 Office and  
Technical Employees

Class Code:  
SS170

### SALARY RANGE

\$21.59 - \$26.51 Hourly

\$42,100.50 - \$51,694.50 Annually

### DEFINITION:

To perform a variety of receptionist duties including answering the telephone, greeting visitors, routing mail and related clerical activities.

### DISTINGUISHING CHARACTERISTICS:

This is a classification whose incumbents perform the full range of receptionist duties with frequent public contact.

Receives general supervision from management staff.

### EXAMPLES OF DUTIES:

- Represent the City to all callers and visitors in a professional and effective way.
- Screen and route telephone calls and take messages; make referrals to appropriate sources for services or information.
- Greet, screen and refer visitors.
- Answer questions or complaints from the public, agencies or City departments.
- Receive and send incoming mail; address envelopes and packages for mailing.
- Type labels and envelopes.

## Appendix B- Position Classifications Discussed in Agenda Report

- Perform related duties as assigned.

### **MINIMUM QUALIFICATIONS:**

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable:*

Experience:

One year of experience performing receptionist or other clerical duties including public contact.

Education:

Equivalent to the completion of the twelfth grade.

### **KNOWLEDGE AND ABILITIES:**

Knowledge of:

- Public contact and communications skills used in answering telephones and greeting visitors, information seekers, co-workers and others.
- Modern office methods, procedures and equipment including word processing equipment and telephone systems.
- Records maintenance and business correspondence.
- English usage, spelling, grammar and punctuation.

Ability to:

- Deal tactfully and effectively with the public.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Communicate clearly, concisely and professionally, both orally and in writing.
- Work cooperatively with other departments, City officials, outside agencies and the public.
- Type accurately.
- Operate modern office equipment including word processing and telephone systems.

## **Appendix B- Position Classifications Discussed in Agenda Report**

- Answer multiple telephone lines, route calls, provide information and assistance, and take messages.
- Understand and follow oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

### **LICENSE OR CERTIFICATE / OTHER REQUIREMENTS:**

Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

### **CLASS HISTORY:**

Established: 08-13-1992; CSB Reso#: 44266

## Appendix B- Position Classifications Discussed in Agenda Report



CITY OF OAKLAND

CITY OF OAKLAND

### ASSISTANT TO THE DIRECTOR

Bargaining Unit: UM1 - Local 21 Management  
Employees (Exempt)

Class Code:  
EM118

#### SALARY RANGE

\$10,223.55 - \$12,553.60 Monthly  
\$122,682.60 - \$150,643.20 Annually

#### DEFINITION:

Under administrative direction, assists a Department Head with management and administration of an agency or department; performs complex policy and program development, research, analysis and planning; coordinates Council and City Manager support functions; prepares reports and draft proposed legislative policy; supervises a small administrative staff; and performs other duties as assigned.

#### DISTINGUISHING CHARACTERISTICS:

This is a management level position with a broad range of administrative and management duties for an agency or department. The incumbent coordinates agency-wide or department activities including budget development and monitoring, personnel, payroll, contract administration, record system maintenance, and other administrative functions. The incumbent is also responsible for providing administrative policy direction and management of the department/agency in the absence of the Department/Agency Director.

The incumbent receives direction from the Department Head and exercises direct and indirect supervision over assigned professional, technical and clerical personnel.

#### EXAMPLES OF DUTIES:

- Provide daily administrative support to the department head; act as a liaison between department and outside agencies.
- Assist in development of short and long range planning for departmental activities.

## Appendix B- Position Classifications Discussed in Agenda Report

- Direct, supervise and evaluate subordinate professional and sub-professional personnel.
- Research, prepare and analyze complex reports; prepare draft legislation in response to Council and City Manager requests.
- Respond to and resolve citizen questions and complaints.
- Develop and implement computer systems and applications.
- Review City Council agenda materials and staff reports.
- Direct and participate in public information projects.

### MINIMUM QUALIFICATIONS:

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable:*

#### Education:

Bachelor's degree from an accredited college or university in public or business administration, accounting, or a related field. A Master's degree is desirable.

#### Experience:

Five years of progressively responsible experience performing complex administrative duties including two years of supervisory experience.

### KNOWLEDGE AND ABILITIES:

#### Knowledge of:

- Principles of management, supervision and training.
- Administrative organization principles.
- Practices and methods of procurement and contract administration.
- Applications and implementation of computer systems.
- Municipal government, organization and legislative procedures.

#### Ability to:

## Appendix B- Position Classifications Discussed in Agenda Report

- Establish, evaluate and implement administrative/operational policies, practices and procedures.
- Assess, develop and administer appropriate organizational and staffing structures.
- Negotiate and administer a variety of administrative contracts.
- Provide leadership and direction to staff.
- Coordinate functions and activities between departments and outside agencies.
- Prepare and analyze complex reports of a general and technical nature.
- Communicate effectively and persuasively in both oral and written form.
- Analyze and solve problems.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

### **LICENSE OR CERTIFICATE / OTHER REQUIREMENTS:**

An incumbent in this position is expected to operate automotive vehicles in the performance of assigned duties. Due to the nature of the assignment and the hours worked, public transportation may not be an efficient method for traveling to required locations. An individual appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

### **CLASS HISTORY:**

WORKING DRAFT

Established:

CSB Reso#:



PERSONNEL MANUAL  
Civil Service Board  
City of Oakland, California  
Adopted: April 20, 2017

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## INTRODUCTION

This Personnel Manual sets forth Personnel Rules of the Civil Service Board (hereafter “Rules”) which generally describe the employment relationship between the City of Oakland and its employees. These Rules apply to all City and Port of Oakland employees, except where otherwise indicated in these Rules, or where an applicable Memorandum of Understanding (“MOU”) specifically conflicts with a Rule, in which case the MOU provision shall govern. The competitive civil service consists of all employees who are not in positions exempted by action of the Civil Service Board or exempted by section 902 of the City Charter as it may be amended.

These Rules were established to conform with and be complementary to the City Charter. In cases of conflict between a Rule and the City Charter, the Charter shall prevail.

No person shall be discriminated against in any aspect of employment, including but not limited to, recruitment, examination, hiring, promotion and discipline, on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, gender, gender identity, pregnancy, sexual orientation, physical or mental disability, medical condition, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

The City’s labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500 et seq. The City has enacted Employer-Employee Relations Resolutions which specify the City’s local rules, rights and obligations regarding labor relations. Under the City’s Employer-Employee Relations Resolutions (EERR) and the MMBA, the City recognizes certain employee organizations as the exclusive representative for purposes of labor relations. For represented employees, the City meets and confers with employee labor representatives regarding wages, hours and others terms and conditions of employment, and provides advance notice of certain matters as specified by the Employer-Employee Relations Resolutions. Whenever any amendments to these Rules fall within the scope of bargaining under the MMBA, EERR or other applicable laws, they shall be subject to meet and confer.

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**RULE 1 - DEFINITIONS**Section 1.01 – Glossary of Terms.

The words and terms described in this section, to the extent that they are used in these Rules and elsewhere in documents relating to Civil Service processes, unless the context otherwise requires, shall have the following meanings:

- (a) Absence – an absence occurs when there is an incumbent, and that individual is expected to be off the job for a period of 120 days or less.
- (b) Actual Time in Class – paid service in a class plus unpaid leaves of absence of thirty (30) consecutive days or less. Unpaid leaves of absence of greater than thirty (30) consecutive days shall not be counted as actual time in class unless required by law or memorandum of understanding. For the purpose of Section 9.02(b), disciplinary suspensions shall not be counted as actual time in class. [Added 05/12/2011 CSB]
- (c) Allocation – the official determination of the class in which a position in the competitive civil service shall be deemed to exist and the assignment of such position to the appropriate class in the competitive civil service.
- (d) Applicant – a person who has filed an application for examination.
- (e) Appointing Authority – any official or group of officials having authority by legislation or Charter, or lawfully delegated authority to make appointments to or cause a removal from any position in a specified department, division or office of the City government.
- (f) Appointment – the designation of a person by due authority to become an employee in a position, and her/his induction into employment in such position.
- (g) Board – the Civil Service Board of the City of Oakland.
- (h) Candidate – a person participating in a selection process.
- (i) Certification – the Personnel Director’s transmittal to a hiring department of names of available candidates for employment from a list of eligibles in the manner prescribed in these Rules.
- (j) Charter – the Charter of the City of Oakland.
- (k) Class or Class of Positions – a position or group of positions for which a common descriptive job title may be used, as defined by similar education, experience, knowledge, duties, qualifications and compensation schedule.
- (l) Class Title – the designation given to a class, to each position allocated to such class and to the incumbent occupying any such position. Its meaning is set forth in the corresponding class specification.
- (m) Classification Plan – an orderly arrangement of titles and descriptions of separate and distinct classes in the competitive civil service.

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- (n) Clear and Convincing Evidence – proof that is so clear, explicit and unequivocal as to leave no substantial doubt in a reasonable mind.
- (o) Compensation – the salary and wages earned by or paid to any employee in remuneration for services in any position, but does not include allowances for expenses authorized and incurred as incident to employment.
- (p) Compensation Plan – a series of schedules of salaries and wages established for the several classes of positions in the classification plan, and the method of administration.
- (q) Competitive Civil Service – all positions now existing or hereafter created under any of the City departments, boards or commissions enumerated by the City Charter, but not including those positions specifically exempted from the competitive civil service by section 902 of the Charter or otherwise exempted by the Board.
- (r) Competitive Examination – an examination, either assembled or unassembled, in which one (1) or more candidates are in competition, either with each other or against a standard established by the Personnel Director as the minimum acceptable which candidates must possess in order to competently perform the duties of a position.
- (s) Conclusion of Appointment – the involuntary separation of a non-permanent and non-probationary employee for any reason authorized by these rules other than discharge, removal or layoff.
- (t) Day – a day shall be a calendar day unless otherwise specified. A working day shall be any day that the City is regularly open for business.
- (u) Demotion – a change of an employee in the City service from a position of one (1) class to a position of another class for which a lower schedule of pay is prescribed.
- (v) Disabled Veteran – any veteran as defined in these Rules who is currently declared by the United States Veterans Administration to be 10 percent or more disabled as a result of service in the armed forces. Proof of such disability shall be deemed conclusive if it is of record in the United States Veterans Administration. [Added 4/20/2017 CSB]
- (w) Discharge – separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
- (x) Domestic Partner – a person who has registered for a Certification of Domestic Partnership and who is in a committed relationship with a City employee, in which two (2) cohabiting, unrelated people over the age of 18, share common responsibility for the necessities of life and have resided together for at least six (6) months prior to registering for a Certificate of Domestic Partnership.
- (y) Eligible – a person whose name is recorded on an eligible list or reinstatement list.

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- (z) Eligible List – any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class of position in the competitive civil service arranged in rank order.
- (aa) Employee – a person legally occupying a position in the City service in accordance with applicable rules and procedures of the City and shall include officers as provided in or designated pursuant to section 400 of the Charter.
- (bb) Examination – all the tests of fitness, taken together, that are applied to determine the eligibility of applicants for positions of any class in the competitive civil service.
  - i. Assembled Examination – an examination in which applicants are called together in one (1) or more designated places to compete in tests according to procedures established and controlled by the Personnel Director.
  - ii. Unassembled Examination – an examination in which applicants are subject only to general controls as to the manner in which required material is submitted to the examining staff for review and rating, and usually not involving the calling of applicants together.
- (cc) Final Earned Rating – the final percentage attained by a candidate in an examination -as computed in accordance with section 4.10.
- (dd) Layoff – the separation of an employee from her/his position in a class without fault on her/his part because of lack of work or funds. [Amended 5/12/2011 CSB]
- (ee) New Position – a position created through the authorized addition of a position not previously existing.
- (ff) Part-time Employee – a person occupying a position in the City service under one (1) of the following conditions:
  - i. Classified – employee working in a classified position on a permanent basis, working less than the normal hours of the normal work week for that department.
  - ii. Exempt – employee working in an exempt position on a part-time basis.
- (gg) Permanent Employee – an employee who has satisfactorily completed a probation period and whose regular appointment has been approved by the appointing authority.
- (hh) Position – an individual employment in a particular class.
  - i. Limited Duration - a position created for a specific purpose or due to an urgent need of limited duration.
  - ii. Exempt - a position not included in the competitive civil service by reason of Charter or exemption by the Board.



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- iii. Permanent - a position in the competitive civil service, which has required or which is intended to require, the services of an incumbent without interruption for a period of more than 120 calendar days.
  - iv. Temporary - a position in the competitive civil service which has required, or is intended to require, the services of an incumbent for a period not to exceed 120 calendar days, except as otherwise provided in these Rules.
- (ii) Promotion – the change of an employee in the competitive civil service from a position of one (1) class to a position of another class, for which a higher maximum base rate of pay is provided in the compensation plan and which involves increased or more complex duties.
  - (jj) Promotional List – a list of names of persons arranged in order of ratings/scores, as provided by these Rules, who have been found qualified for promotion to a higher position or positions.
  - (kk) Reassignment – The voluntary or involuntary assignment of any employee from one position to another position in the same or similar class under the jurisdiction of a single appointing authority.
  - (ll) Reassignment to Accommodate a Disability – reasonable accommodation of an employee with a disability through assignment to a vacant, funded position pursuant to section 5.10 of these Rules.
  - (mm) Reclassification – the reassignment or change in allocation of an individual position on the basis of significant changes in the kind or difficulty of duties and responsibilities of such position.
  - (nn) Redesignation – the designation of the incumbent in a position without affecting her/his status in the position in event of a title change.
  - (oo) Re-employment – the re-employment of a permanent employee who has resigned in good standing to a position in the same or similar class from which he/she resigned, within an allowable time period as provided by section 5.11 of these Rules.
  - (pp) Reinstatement – the process of returning a person to her/his class from a reinstatement list after that person was laid off from her/his class. [Added 5/12/2011 CSB]
  - (qq) Reinstatement List – an eligible list of names of persons, arranged in the order as provided by Rule 9, who have been laid off from a position in the competitive civil service, and who are entitled to have their names certified to appointing authorities under the provisions of Rule 9. [Amended 5/12/2011 CSB]
  - (rr) Removal – separation due to failure to complete probation.
  - (ss) Resignation – the voluntary separation of an employee from employment.

## Personnel Manual – Adopted Civil Service Board April 20, 2017

- (tt) Restricted Examination – an examination limited to specific full-time or part-time City employees who meet the minimum qualifications of the class to be examined.
- (uu) Selection Process – the process of evaluating applicants for the competitive civil service. The selection process includes recruitment, application, screening, examination, certification, interview, appointment and the probationary process.
- (vv) Separation – the cessation of a person’s employment from City service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, removal, and discharge.
- (ww) Series – a subdivision of a group in the classification plan, being a collection of classes in one occupational group having similar duties but usually at different pay schedules.
- (xx) Shall and May – “shall” is mandatory and “may” is permissive.
- (yy) Suspension – the temporary separation of an employee from her/his position with loss of pay and as a disciplinary measure. [Amended 5/12/2011 CSB]
- (zz) Temporary Vacancy – a vacancy where there is an incumbent, but that individual is expected to be off for more than 120 days.
- (aaa) Test – one part of an examination.
- (bbb) Transfer – the transfer of a classified employee from a position under the jurisdiction of one appointing authority to a position under another appointing authority. Transfers are with the consent of the employee and the approval of the Personnel Director and the consent of the appointing authorities concerned, provided the positions are in the same or similar class.
- (ccc) Veteran – any person who has served full time in the armed forces in time of national emergency or state military emergency or during any expedition of the armed forces and who has been discharged or released under conditions other than dishonorable. [Added 4/20/2017 CSB]
- (ddd) Weight – the numerical value given to each part of an examination designating the relative worth and used in computing a final score or rating.
- (eee) Y-rated Salary – when an employee is reallocated to a classification with a lower base rate of pay, the salary of an employee is fixed at the rate the employee was earning at the time of the reallocation until the salary rate for the position to which the employee is reallocated reaches or exceeds the level of salary that the employee is receiving.

**RULE 2 - ORGANIZATION, RULES AND PROCEDURES**

Section 2.01 – Duties of City Administrator and Personnel Director. The City Administrator shall be responsible for the administration of the personnel system in accordance with Charter section 901. The City Administrator shall appoint a Personnel Director who shall have the following duties, subject to the direction of the City Administrator:

- (a) Direct the efficient operation of the Personnel Department of the City;
- (b) Prepare and maintain the Personnel Manual;
- (c) Prepare, maintain and, subject to Board approval, amend the position classification plan, including detailed classification descriptions;
- (d) Administer the selection process for positions in the competitive civil service and maintain eligible lists of qualified candidates;
- (e) Act as Secretary to the Civil Service Board; and
- (f) Perform other duties as the City Administrator may assign.

Section 2.02 – Civil Service Board Duties. The functions and duties of the Civil Service Board are as follows:

- (a) Enforce, through general supervision of the personnel system, the provisions of these rules;
- (b) Review and approve amendments to the Personnel Manual proposed by the City Administrator, except those that are administrative in nature, subject to and in accordance with OMC 2.08;
- (c) Study, investigate and research into such areas and matters as the City Administrator, or the Council through the City Administrator, or the Board of Port Commissioners, may request, or as it may deem advisable;
- (d) Make reports and recommendations in writing thereon and formulate policy recommendations or recommended changes to the Personnel Manual for the better realization of the objectives of the personnel system as set forth in the Charter,
- (e) Approve exemption of positions from the competitive civil service;
- (f) Perform the appellate duties and functions set forth in these Rules;
- (g) The Board, or its designated representative, may, upon its own initiative, make such inquiries and investigations as it may deem to be warranted regarding the administration and effect of the provisions of the City Charter as related to matters of personnel management, and of the rules adopted in accordance therewith, and make such recommendations therewith, and make such recommendations to the appropriate authorities as in its judgment may be warranted; and
- (h) Perform such other duties and functions as the City Administrator may from time to time request.

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Section 2.03 – Civil Service Board Composition. The Board shall consist of seven (7) members who will be appointed pursuant to section 601 of the Charter, and who shall serve without compensation. Members shall be appointed for a term of four (4) years, said terms to commence upon the date of appointment. An appointment to fill a vacancy shall be for the unexpired term only. [OMC 2.08.030]

Section 2.04 – Vacancy and Removal on Civil Service Board. A vacancy on the Board will exist whenever a member dies, resigns, or is removed, or whenever an appointee fails to be confirmed by the Council. A member may be removed pursuant to section 601 of the Charter. Cause for removal shall include: conviction of a felony, misconduct, incompetence, inattention to or inability to perform duties, and unexcused absence from meetings. [OMC 2.08.030]

Section 2.05 – Officers, Meetings of Civil Board. Each year at its first regular meeting in July, the Board shall elect a chairperson and vice-chairperson from among its members. The Board shall meet at least once each month in City Hall, at an established time suitable for its purpose. Such meetings shall be designated regular meetings. Meetings called by the Mayor or City Administrator, and meetings scheduled for a time or place other than for regular meetings shall be designated special meetings. Written notice of special meetings shall be given to the Board members, the Council, the City Administrator, the Board of Port Commissioners, and the press at least forty-eight (48) hours before the meeting is scheduled to convene. [OMC 2.08.030]

Meetings of the Board shall be open and shall provide opportunity for public comment on any agenda item and in open forum. The Board shall have authority to meet in closed session pursuant to the Brown Act and the City's Sunshine Ordinance and lawful notice of closed session shall be given.

Section 2.06 – Civil Service Board Procedures. The Board shall, in consultation with the City Administrator and with the approval of the Council, establish procedures for the conduct of its meetings and hearings. Assuming at least a quorum of the Board is present, a majority vote of those members present is required for the adoption of any procedural or appellate motion. A quorum shall consist of four (4) members of the Board. The Board shall make its reports, findings and recommendations in writing unless otherwise requested. All reports, findings and recommendations shall be submitted to the City Administrator. The City Administrator shall forward such reports, findings and recommendations to the Council, or the Board of Port Commissioners, as appropriate. [OMC 2.08.030]

Section 2.07 – General Appeal Procedure. Except as provided elsewhere in these Rules, appeals shall be filed with the Secretary to the Board. The appeal shall be scheduled for the next regularly scheduled meeting of the Board and may be continued by the Board. At the meeting, the appointing authority, employee and/or affected union shall have an opportunity to present their positions, either orally or in writing. The Personnel Director or her/his designee shall also have an opportunity to be heard by the Board. The Board shall issue a final decision regarding the dispute.

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Section 2.08 – City Attorney Duties. The City Attorney shall provide staff counsel to the Board, including in disciplinary appeal hearings, subject to applicable due process and ethical obligations.

Section 2.09 – Staffing for Civil Service Board. The City Administrator shall provide the Board with assistance from City employees under her/his jurisdiction.

Section 2.10 – Port Department. The Board of Port Commissioners is hereby authorized to establish personnel rules and procedures consistent with Ordinance 8979 and the Charter and to provide for administration of such rules for employees of the Port Department. Until the Board of Port Commissioners adopts such personnel rules and procedures, the rules of the Board, insofar as they are consistent with OMC 2.08.050, shall remain in effect with respect to Port employees.

### RULE 3 - CLASSIFICATION OF POSITIONS

Section 3.01 – Competitive Civil Service. All positions in the City shall be in the competitive civil service except those positions designated in section 902 of the City Charter or otherwise exempted by the Board. All positions in the competitive civil service shall be under the jurisdiction of the Board. No appointment to positions within the competitive civil service shall be made except in accordance with these Rules.

Section 3.02 - Definition of Classification Plan.

- (a) Classification of Positions: All positions in the competitive civil service shall be grouped into classes, and each class shall include those positions sufficiently similar in respect to their duties, functions, and responsibilities so that similar positions may be assigned similar titles and embraced within the same class specifications, so that similar requirements as to training, experience, knowledge, skill, and ability, and same rates of pay are applicable. The purpose of such classification is to provide uniform standards, uniform pay scales and an orderly means of regulating the status of incumbents. The classification plan fixes titles of positions to their proper classes so that all positions with the same titles may be in the same class. The classification plan shall identify job series and feeder classes, where applicable.
- (b) Preparation and Amendment of Classification Plan: The classification plan, including class specifications, shall be prepared, maintained and, subject to Board approval, amended by the Personnel Director.
- (c) Purpose and Effect of Class Specifications: Each class specification describes the main characteristics and qualification requirements of positions in the class and gives examples of specific duties which employees holding such positions may properly be required to perform. Class specifications provide a basis for determining the relationship among classes, including the series to which a classification belongs, where applicable. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character or skills.
- (d) Performance of Higher Level Duties: When an employee is assigned to perform duties of a higher class for training purposes, the Personnel Director must be informed and such training is subject to her/his approval as to the individual working out of classification. The basis for approval shall be that benefit accrues to both the employee and the City as a result of this training. Such training shall not be of more than six (6) months' duration.
- (e) Application of Specifications to Positions: In determining the class to which a position should be allocated, the specification of each class shall be considered in its entirety and in relation to the specification of other classes in the classification plan; and the position shall be related to other positions of its kind in the City service.
- (f) Statement of Minimum Qualifications: The statement of qualifications in a class specification is intended to be used in determining the admissibility of applicants

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to competitive examinations, and as an aid in the preparation of such examinations. The minimum qualifications may also be used in determining the relationship between positions in one class and positions in other classes. The Personnel Director, after consultation with the appointing authorities, shall determine desired combinations of training and experience as minimum qualifications for the respective classes and, subject to Board approval, these minimum qualifications shall become part of the class specification.

Section 3.03 - Title of Positions. The class title of a position shall be used to designate such position in all budgets, payrolls, and other official records in connection with all personnel transactions. No employee shall be appointed, employed or paid under any title or position other than that to which he/she was appointed, except in cases of acting pay.

Section 3.04 - Administration and Maintenance of the Classification Plan.

- (a) Responsibilities of the Personnel Director and the Board: The Board shall oversee and the Personnel Director shall administer and maintain the classification plan.
- (b) Creation of New Classifications: New classifications shall be subject to meet and confer to the extent required by law and shall become effective upon approval by the Board. In recommending the establishment of a new classification, the Personnel Director shall submit to the Board a class title and specification for such classification. The date of the Board's action shall be included on new class specifications.
- (c) Amendments to Class Specifications: Amendments to existing class specifications that fall within the mandatory scope of bargaining shall be subject to meet and confer. In the event that the affected union agrees with the proposed amendments, the amended class specification shall be effective upon approval of the Personnel Director, subject to ratification on a consent calendar at the next regularly scheduled meeting of the Board.

In the event that the City and affected union do not come to agreement on the proposed amendments, the amendments shall be calendared for approval at the next regularly scheduled meeting of the Board. The union shall have the opportunity to be heard by the Board at such meeting before the proposed amendment is effective.

The date of the Board's action shall be included on amended class specifications.

- (d) Classification Studies: The Personnel Director may initiate and conduct classification studies of any positions in the competitive civil service when he/she deems such study necessary, and shall recommend a change in classification where the facts warrant such action.

An appointing authority may submit to the Personnel Director requests for classification studies of positions within her/his jurisdiction.

An employee who contends that he/she is working outside of her/his classification or who contends that her/his position has been improperly classified may submit to the Personnel Director a request for a classification study. The Personnel

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Director shall review such requests and take further action as he/she deems appropriate, subject to appeal to the Board as provided in section 3.04(e) of these Rules.

- (e) Appeal to Board regarding Changes in Classification: In the event the Personnel Director has made a decision regarding a change to an employee's classification or regarding an employee's request for review of her/his classification, and the affected employee does not agree with this decision, the employee or affected union shall have an opportunity to be heard by the Board before the Personnel Director's decision becomes effective. The employee shall file an appeal with the Secretary to the Board within fifteen (15) working days of notice of the Personnel Director's decision. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification. At the hearing, the appointing authority, employee and/or affected union shall have an opportunity to present their positions, either orally or in writing. The Personnel Director or her/his designee shall also have an opportunity to be heard by the Board. The Board shall issue a final and binding decision regarding the classification issue in dispute.
- (f) Quarterly Updates: For both employee and employer initiated classification studies, the Personnel Director shall provide quarterly updates to the Board and the affected employee. For any classification studies pending for more than one (1) year, the update shall be accompanied by an explanation for the delay. An employee may request an update on her/his employee request for classification study at any time.

Section 3.05 – Treatment of Incumbents as a Result of Reclassification of Positions. In the event of a classification study, incumbents may be upgraded, downgraded or unchanged. Should an incumbent be upgraded or downgraded, the following shall occur:

- (a) Upgrading of Position: When a position is reclassified to a class of higher grade, the incumbent may be assigned to the class of higher grade without examination providing he/she has performed the duties of the class for one year prior to the inception of the classification study. The department head must attest to the fact that the employee has performed these duties for a period of one year. No classification study shall be performed if the incumbent has served less than one year in the position.

When a class study is initiated by an employee, an appointing authority or Personnel Director and leads to placement in a higher grade classification, for purposes of determining seniority, the effective date of reclassification shall be the date on which the completed Position Description Questionnaire form is received by Personnel.

When a class study involving multiple positions is initiated by an appointing authority or Personnel Director and leads to placement in a higher grade classification for any incumbent, for purposes of determining seniority, the effective date of reclassification shall be the date on which the earliest completed Position Description Questionnaire form is received by Personnel.



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- (b) Downgrading of Position: When a position is reclassified to a class of lower grade, the incumbent may be assigned to the position of a lower grade at no loss in salary at the time of the downgrading. The salary shall be “Y-rated” until such time as it becomes equivalent to the salary paid the classification. The employee shall be placed on the laid-off list of her/his former class and shall have priority re-employment rights to the classification from which he/she was downgraded for a period of two (2) years from the date of the Board’s action changing the classification.
- (c) Redesignation: When a position is retitled to a class of the same grade, the incumbent shall be redesignated to the new classification without loss in status.
- (d) Notification: When a position is reclassified to a class of a lower or higher grade, the incumbent, her/his appointing authority, and the affected union (when applicable), shall be notified in writing at least two (2) calendar weeks in advance of the reallocation. A letter sent to the affected employee’s address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification.

Section 3.06 – Conditions for Accepting an Exempt Classification into the Competitive Civil Service. In the event that classifications, which were previously exempted from the competitive civil service, are to be included in the competitive civil service, the following procedure shall be followed:

- (a) The Personnel Director shall review the classification to determine that its organizational structure, job design, and compensation meet the standards established for other City classifications. If these standards are met, the classification shall be placed in the competitive civil service in the same manner as any new classification.
- (b) In the event a position in such a classification has an incumbent, and the incumbent meets the minimum requirements for the classification, has lawfully served for at least one year in the position performing the same or similar duties, and has standard or above performance ratings, the Personnel Director shall grant permanent status in the competitive civil service.
- (c) Should a position be occupied by an incumbent whose service is less than one year and/or does not possess the minimum qualifications, such employee shall be declared a provisional employee and may continue in that status for a period not to exceed 120 days from date of such declaration. The position shall then be treated as being vacant and open to competitive examination. Upon appointment of a candidate from an eligible list, the classification shall be deemed classified.

## **RULE 4 - APPLICATIONS, RECRUITMENT, EXAMINATIONS, SELECTION, AND ELIGIBLE LISTS**

Section 4.01 – Recruitment. The City shall utilize the broadest feasible recruitment methods for attracting Oakland residents and other qualified and diverse applicants. Recruitments may be open, promotional or may be restricted to City employees, depending on the City's needs. The City will give reasonable notice to all of its employees concerning the City's employment opportunities. Announcements of recruitments for positions shall be posted on the Personnel website weekly and supplied to all department heads, who shall post and/or distribute such notices.

Section 4.02 – Applicants for Selection Process. All applicants for positions in the competitive civil service will be required to participate in a competitive selection process, which shall be based on merit and fitness as ascertained by practical competitive examination and by records of achievement. The City will make City of Oakland application forms available to all prospective applicants. Once submitted to the City, applications shall not be returned. Applicants must submit applications on or before the filing deadline stated in the job announcement. An applicant's failure to provide complete and accurate information on all application materials may be grounds for immediate disqualification in the application process, and may result in dismissal from employment.

Section 4.03 – Names of Applicants Withheld. Names of applicants shall not be made public prior to examination, except by permission of the Personnel Director.

Section 4.04 – Background Checks. As part of the selection process, applicants shall, upon request, be required to supply references, and may be required to submit to a thorough background check by the City. Applicants may be required to submit to testing for illegal drug use, where permitted by law.

Section 4.05 – Eligibility to Compete In Competitive Examination Process. Except as provided in section 4.06, the competitive examination process shall be open to all applicants who meet the minimum qualifications, and any standards or requirements of state or federal law.

Section 4.06 – Basis for Rejection of Applications. The Personnel Director may refuse to examine and/or certify an applicant who is found to lack any of the requirements established for the position for which application is made, for any violation of these Rules, or for the following reasons:

- (a) Applicants not currently employed by City:
  - i. The applicant's past employment record is of such a nature that would indicate unsuitability for public employment including incompetence, misconduct, or unsatisfactory service;

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## (b) All applicants:

- i. The applicant has practiced, or attempted to practice, any deception or fraud in her/his application, or in demonstrating her/his eligibility or in securing her/his appointment.
- ii. The applicant has been convicted of an offense which excludes the applicant from eligibility for the position based on applicable law or which in the judgment of the Personnel Director, renders the applicant unsuitable for the position. The Personnel Director shall take into consideration the following:
  - (1) Whether or not the conviction is job related to the position the applicant is seeking.
  - (2) The nature of the job he/she is applying for and the seriousness of the crime committed.
  - (3) The time elapsed since conviction and the applicant's demonstrated behavior pattern during that time.
- iii. The applicant has made a false statement or has omitted material facts on the application.
- iv. The applicant is a current user of illegal drugs as defined by state law.

If the applicant's name is placed on the eligible list before the Personnel Director becomes aware of any false statements made on the application, the applicant's name shall be stricken from the eligible list. If, after the applicant has been appointed to a position, such false statement is discovered, it shall be considered cause for discharge.

Section 4.07 – Announcement of Selection Process to Fill Vacancy. Notice of a selection process for employment shall be given at least ten (10) working days in advance of the last date for filing applications. The announcement of the selection process shall list the minimum education, experience, and license requirements for application, and any other information as is necessary to adequately inform prospective applicants about the selection process. The minimum rating and/or score for which eligibility for the position may be achieved will be established by the Personnel Director, in keeping with the provisions of section 4.10 of these Rules.

Section 4.08 – Type and Scope of Competitive Examination. Examinations may be assembled or unassembled, in part or in their entirety.

All examinations shall be designed for the purpose of determining the qualifications of applicants for positions, and shall be practical and shall fairly test the fitness of the persons examined, and shall take into consideration elements or requirements of education, experience, knowledge and skill, aptitude, character, personality, physical fitness and any other element or requirements pertinent to the job and the specifications, as determined by the Personnel Director.

Section 4.09 – Administration of Examinations. Each examination shall be conducted by the Personnel Director or by her/his designee. Due diligence shall be used to ensure

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fairness, prevent collusion and/or fraud in the examination process, and to comply with these Rules.

Dates for any examinations may be postponed or canceled by the Personnel Director. The Personnel Director may order a new recruitment and examination process in the event that the examination generates an insufficient number of eligible candidates to certify the number of candidates specified under the certification rule.

Section 4.10 – Ratings of Results of Examinations. The Personnel Director shall use generally accepted examination methods in rating and/or scoring the results of examinations and in determining the relative standings of the candidates.

Candidates shall be required to attain a score of not less than 70% on each part of the examination. In all examinations the 70% used, representing the minimum passing score, need not be the arithmetic 70% of the total possible score, but may be an adjusted score based on a consideration of the difficulty of the test, the quality of the competition, and the needs of the competitive civil service. Any such adjusted score shall be established before the identification of the candidates' examination papers.

The final earned rating and/or score of each person competing in any examination shall be determined by the weighted average of the earned ratings and/or scores on all parts of the examination, according to the weights for each part established by the Personnel Director; the weights of each portion of the exam shall be provided to applicants in advance of the conduct of the examination.

Section 4.11 – Oakland Residents Preference in Examinations. A City of Oakland resident who competes in an examination process for a position in the competitive civil service shall be given an additional five (5) points on her/his final examination score, provided that he/she initially scores a passing score on the examination and has been a City resident for a minimum of one (1) year as of the date of the establishment of the eligible list for that examination. This preference shall not apply to promotional recruitments for sworn members of the Police and Fire Departments; however, Oakland Residents Preference Points shall be awarded to exempt examinations for entry level public safety trainee classifications. The applicants must submit satisfactory written proof of residency as determined by the Personnel Director. [Amended 4/20/2017 CSB]

Section 4.12 – Veterans' Preference in Examinations. A qualifying veteran who competes in an examination for a position in the competitive civil service shall be given an additional five (5) points on her/his final examination score, provided that he/she initially scores a passing grade on the examination. This preference shall not apply to promotional recruitments for sworn members of the Police and Fire Departments, however, Veterans' Preference Points shall be awarded to exempt examinations for entry level public safety trainee classifications. [Amended 4/20/2017 CSB]

Section 4.13 – Disabled Veterans' Preference in Examinations. Disabled veterans who become eligible for certification from eligible lists by attaining the passing mark established for the examination shall be allowed additional credits amounting to 7.5 points on open examinations. This preference shall not apply to promotional recruitments for sworn members of the Police and Fire Departments, however, Disabled Veterans'

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Preference Points shall be awarded to exempt examinations for entry level public safety trainee classifications. [Amended 4/20/2017 CSB]

Section 4.14 – Veterans’ Preference Entitlement Exhausted Upon Acquiring Permanent Appointment. The exercise of the preferences in section 4.12 and section 4.13 shall be exhausted upon one (1) permanent appointment from an eligible list and the completion of the required probationary period. The application of any other veterans’ credits on any other examination shall be automatically cancelled.

Section 4.15 – Seniority Credit for Permanent Employees. Seniority credit shall be given on the final examination score for permanent employees who compete in examinations so long as the employee’s overall rating is at least “fully effective” or equivalent in the most recent performance appraisal leading up to the date of the examination. In addition, an employee shall have maintained a record clear of any disciplinary action (excluding reprimands) for a period of one year prior to the date of examination. To receive this credit, employees must be in permanent status at the time of application and examination, on an approved leave of absence, or on a reinstatement list. Credit shall be calculated as of the date of the job announcement as follows:

- (a) An employee who has completed ten (10) or more full years of City service and who successfully competes in an examination shall receive up to an additional five (5) points added to her/his final examination score.
- (b) An employee who has completed fewer than ten (10) years of City service shall receive an additional number of points, less than the five (5) points cited in subsection (a) above and prorated in accordance with her/his number of completed years of City service, added to her/his final score.

Current City employees who qualify for an examination shall be permitted to take such examination during working hours, if the examination is scheduled during working hours and the employee provides three (3) working days notice to her/his immediate supervisor. If the announcement of examination does not permit three (3) days notice, the employee shall notice her/his supervisor within 24 hours of being notified of the examination.

Section 4.16 – Eligibility for Promotional Examination. At the discretion of the Personnel Director, promotional examinations may be administered to candidates who meet the minimum qualifications or occupy appropriate classifications designated by the classification plan. Only employees who are eligible to receive credit pursuant to 4.15 may compete in a promotional examination.

Section 4.17 – Eligibility for Restricted Examination. The Personnel Director may order an examination limited to specific full-time and part time City employees who meet the minimum qualifications of the class to be examined.

Section 4.18 – Notice and Review of Results of Examinations. All persons competing in any examination shall be given notice of their final score/rating and rank, or their failure to attain a place upon the eligible list.

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A candidate who is a current City employee may, upon request, inspect her/his own examination papers and the grading thereof during the first 30 days after the Personnel Director has established the eligible list. Candidates who are not current employees do not have a right to inspect their examination papers.

Section 4.19 – Appeal of Examination Results. Applicants may appeal the results of an examination or any of its parts to the Board. Such appeal may be sustained only upon a clear and convincing showing that:

- (a) A mechanical and/or electronic error or error not involving judgment or discretion was made in grading, scoring, or computing, or
- (b) An examination rating and/or score was the result of fraud or bias on the part of an examiner or rater.

Test content is not subject to appeal.

Any appeal must be filed with the Personnel Director no later than thirty (30) days after the establishment of the eligible list resulting from the examination. The Personnel Director's decision may be appealed to the Board within thirty (30) days. In the event the Personnel Director does not act upon the appeal within thirty (30) days, the appellant shall have an additional thirty (30) days to appeal the matter directly to the Board. The decision of the Board shall be final. No person previously appointed shall be displaced as a result of any correction ordered by the Personnel Director or the Board.

Section 4.20 – The Establishment of Eligible Lists. The Personnel Director shall provide for an eligible list, from which vacancies shall be filled, for a period of probation before employment is permanent, and for promotion on the basis of merit, experience and record. (Char. Sec. 900)

Each eligible list shall consist of the names of all persons who have shown by examination that they possess the qualifications which entitle them to be considered for appointment or promotion to any position in the class for which such list is established. Eligible lists shall be made public after the list has been established by the Personnel Director.

From the reports of the scoring and/or rating of the examination process, the Personnel Director shall prepare or cause to be prepared an eligible list showing the names of candidates who have obtained ratings and/or scores equal to or greater than the minimum required in each stage of the examination process, whose final earned rating is 70 or more, and who have been accepted as meeting all other requirements for eligibility, arranged in order of their relative ratings or scores. The Personnel Director may determine the total number of persons who shall constitute the list of eligibles.

Eligible lists shall become effective upon approval by the Personnel Director. There shall be two (2) kinds of eligible lists resulting from examinations: (1) Open eligible lists, which result from open examinations and which shall expire one year from that date of approval; and (2) restricted or promotional lists, which result from closed restricted or promotional examinations and which shall expire two (2) years from that date. The Personnel Director shall have the authority to extend the duration of an eligible list or to cancel such list prior to expiration. However, no list shall be extended for a period

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exceeding four (4) years from date of initial approval. When there is more than one eligible list for a particular class, the two (2) lists may be combined and the names of eligibles may be entered on the combined list at the discretion of the Personnel Director. A name occurring on a combined list shall be removed on the date on which the original list would expire. In the event that there are insufficient names to certify to the appointing authority or no eligible list exists, the Personnel Director may designate alternative lists including a transfer or eligible list for comparable classes.

Section 4.21 – Declined Offer of Appointment. An eligible who is notified that he/she is being offered an appointment is required to respond to the Appointing Authority within five (5) working days of the date of notification. The Appointing Authority may extend the time response period. An eligible who has failed to respond within the time limits shall be considered to have declined the offer of appointment.

After being offered an appointment, an eligible may decline appointment without losing her/his eligibility for future appointment by providing in writing reasonable grounds for declining an offer within the time periods set forth above.

Section 4.22 – Removal of Names from Eligible Lists. Names of eligibles will be removed from any eligible list for any causes as set forth in section 4.06, and may be removed for any of the following:

- (a) The eligible has been appointed through certification from any such list to fill a vacancy in any department, except as provided by section 5.06;
- (b) The eligible has declined a formal offer of appointment and has failed to respond to the appointing authority in accordance with section 4.21 of these Rules;
- (c) The eligible has waived a hiring interview three (3) times for a permanent position in any given class;
- (d) The eligible has failed to respond to her/his communication regarding availability for employment; or
- (e) The eligible does not possess or has failed to maintain the qualifications required by law and the terms of the position announcement.

Section 4.23 – Restoration of Names to Eligible Lists. Names removed from any eligible lists may be restored to the list, for just cause, upon a request made in writing to the Personnel Director. The Personnel Director's decision may be appealed to the Board.

## RULE 5 - CERTIFICATION AND APPOINTMENT

Section 5.01 – Power of Appointment and Types of Appointments. All appointments to positions in the competitive civil service shall be made by the respective appointing authorities under and in conformity with the provisions of the City Charter and these Rules, by appointment from an eligible list, reinstatement, re-employment, transfer, reassignment, or temporary appointment (see guidelines in appendix A).

There are three (3) types of vacancies in the City service to be filled by appointments: permanent vacancies, temporary vacancies, and absences. Permanent vacancies shall be filled by: appointment from an eligible list, reinstatement, re-employment, transfer or reassignment. Temporary appointments shall be made in accordance with section 5.06 of these Rules.

Except as specifically provided in these Rules or in applicable MOUs, temporary appointments shall be at will and shall not attain permanent status.

Section 5.02 – Procedure for Certification to Fill Vacancies in the Competitive Civil Service. Whenever a vacancy is to be filled other than by transfer, reassignment (including reassignment to accommodate a disability), demotion or re-employment, the appointing authority shall request the certification of names to the class of position for which the vacancy exists. Upon receipt of this request, the Personnel Director shall certify eligibles for the appropriate class in the following order: (1) reinstatement list; (2) promotional or restricted list; (3) open list.

In case of certification from a reinstatement list, the Personnel Director shall certify the names in rank order on the list, in accordance with section 9.03 of these rules.

Except in the case of a reinstatement list, the Personnel Director shall certify, whenever possible, the top four (4) ranks on the eligible list for the vacancy, with an additional two (2) ranks for each additional vacancy. The appointing authority shall interview all available and willing certified eligibles. If the appointing authority does not select for appointment any of the certified eligibles, he/she may request additional ranks as set forth above.

As provided in section 4.20, if no appropriate eligible list exists, then the Personnel Director may certify from such other eligible lists, as he/she deems most appropriate.

Section 5.03 – Selective Certification. The Personnel Director shall certify the highest ranking eligibles willing to accept employment. However, the appointing authority or Personnel Director may require additional and special qualifications and experience for the position. The appointing authority must provide a statement of valid reasons for such additional and special qualifications and experience, subject to approval by the Personnel Director. Upon approval by the Personnel Director, notice of these special qualifications shall be a term of the job announcement. The Personnel Director shall certify the highest ranking eligibles who possess the necessary qualifications for selective certification in accordance with section 5.02 of these Rules. The Personnel Director's decision to conduct a selective certification recruitment may be appealed to the Board within 10 working days of the posting of the job announcement.



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Section 5.04 – Limit on Certifications. No person shall be certified from an eligible list more than four (4) times for the same or a similar position, except at the request of an appointing authority, provided that certification for a temporary appointment shall not be counted as one of such certifications.

Section 5.05 – Certification to Position in Lower Class. Any person on an eligible list may, with the approval of the Personnel Director, be certified to a class of position lower than that for which he/she was examined, provided such position is one having similar duties and responsibilities and provided further, that no eligible list exists for the lower class. Acceptance of such position shall not result in removal from the original eligible list.

Section 5.06 – Temporary Appointments.

- (a) **Provisional Appointments:** A Department Head, with the approval of the Personnel Director, subject to ratification of the Board, may make provisional appointments, in the absence of an eligible list, for any position in which a vacancy may occur. No such provisional appointment shall continue after regular appointment from an eligible list, nor, in any event, shall such appointments continue for more than 120 calendar days. Provisional appointees may not be placed in permanent employment without successfully competing in a selection process.

In cases where the appointing authority desires to fill a vacancy by provisional appointment, candidates must be eligible to compete in the examination for that vacancy.

- (b) **Limited Duration Appointments:** Whenever a department requires assistance because of a special project, employees' absence due to sick or other leave or vacation relief, or a temporary increase in the workload, appointments of a limited duration may be made from an appropriate eligible list for the duration of such work. The acceptance or rejection by an eligible of this type of appointment shall not affect her/his standing on the eligible list.

The request and certification shall specifically state the date beyond which such appointment shall not extend, insofar as is known; and on such date, the employment of the person shall cease, unless sooner terminated. Appointments of over a year are construed as being of a permanent nature, and as such, the rules affecting permanent appointments will apply.

- (c) **Temporary Contract Service Employees:** The Personnel Director may appoint an employee to the temporary contract service employee classification for a maximum of 960 hours per fiscal year for one of two (2) types of assignments. Employees may be assigned to a division or a project on a regular basis up to the maximum 960 hours; or, assignments may be on an occasional or short-term (less than 30 days) basis. These assignments usually require specialized skills such as performance arts, short-term project management and transcription services. This classification may not be used for ongoing or repetitive use. Temporary contract

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service employees may not be placed in permanent employment without successfully competing in an examination process.

- (d) **Exempt Limited Duration Employees:** The Personnel Director may appoint an employee to the exempt limited duration employee classification to meet the City's need to fill positions with: (1) limited funding cycles of one year or less; (2) special projects that are longer than 6 months in duration, yet still short-term; or, (3) positions where the duties and responsibilities have not been fully defined. Exempt limited duration appointments may not exceed one year.

Regular appointment employees who accept exempt limited duration appointments will continue to receive the same fringe benefits they received in their regular appointment. Exempt limited duration employees do not accrue seniority. Exempt limited duration employees may not be placed in permanent employment without successfully competing in a selection process.

- (e) **Temporary Agency Assignments:** The Personnel Director may contract with temporary agencies to provide temporary services in the event of an emergency, a special project or under unusual circumstances when help is needed immediately and for short duration. If temporary personnel are required for more than 30 days, it is preferable to make a provisional or limited duration appointment. Temporary agency assignments may not exceed 120 days. Temporary agency employees are not City employees and are not eligible for retirement, health or other fringe benefits.
- (f) **Grant Funded Limited Duration Appointments:** The Personnel Director may appoint grant funded limited duration employees to meet the City's need to fill classified positions that are funded by grants lasting up to three (3) years. Grant funded limited duration appointments shall come from an appropriate eligible list, and shall not exceed three (3) years. The acceptance or rejection by an eligible of this type of appointment shall not affect her/his standing on the eligible list.

Upon completion of a probationary period, grant funded limited duration appointments shall attain permanent status with the following exception: in the event of a layoff or the conclusion of the grant, a grant funded limited duration employee shall have no right of appointment to any classified position.

Section 5.07 – Reassignment of Employees. An appointing authority may at any time assign any employee under her/his jurisdiction from one position to another position under her/his jurisdiction in the same class. The appointing authority may also, with the approval of the Personnel Director, reassign an employee in a position in the competitive civil service to a position of a similar class under her/his jurisdiction for which the maximum base rate of pay is the same.

Section 5.08 – Transfer of Employees. The transfer of a classified employee from a position under the jurisdiction of one appointing authority to a position under the jurisdiction of another appointing authority may be made with the consent of the

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employee and the approval of the Personnel Director and the consent of the appointing authorities concerned, provided the positions are in the same or similar class.

Section 5.09 – Transfer List. Any permanent classified employee may request a transfer from one department to another in her/his current classification, provided the employee meets the qualifications for the position. A transfer list may be maintained and employees may, upon written application to the Personnel Director, have their names made available to department heads for consideration of appointment to vacancies for which they would be eligible as defined by these Rules. Names of employees may also be placed on the transfer list upon request of the department head concerned, with notice to the employee. Vacancies may, with the consent of the department head, be filled from the transfer list.

Section 5.10 – Reassignment to Accommodate a Disability. When an employee who has a disability is unable to perform the essential functions of her/his job, with or without reasonable accommodation, the appointing authority shall, where required by law, reassign the employee to a vacant, funded position for which the employee meets the minimum qualifications, and is able to perform the essential functions of the job, with or without reasonable accommodation. Such reassignments shall have priority over any individuals on existing eligible lists.

Section 5.11 – Re-employment After Resignation. Any permanent employee who has resigned from service in good standing shall, upon her/his written request, be considered for re-employment to a position in the same or similar class in the competitive civil service, within two (2) years of the date of such separation. A longer period of time from separation date to re-employment may be approved by the Personnel Director and appointing authority, for highly qualified former employees and for positions where recruitment is difficult.

Such re-employment shall be made without additional examination, and must have the approval of the appointing authority and the Personnel Director. Re-employment as herein defined, may take precedence over eligible lists; but in no way shall it be made mandatory for any appointing authority to re-employ former employees. Appointment shall otherwise be made in the manner as for original employment as defined in other sections of these Rules.

**RULE 6 - PROBATIONARY PERIOD**

Section 6.01 – Probationary Period. Every person appointed or promoted to a permanent position in the competitive civil service after certification from an eligible list, shall serve a period of probation while occupying such position, which shall be considered a part of the test of fitness. Former employees who are re-employed under the provisions of these rules shall be required to serve a period of probation of six (6) months from the date of re-employment.

The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance.

Section 6.02 – Duration of Probationary Period. For entrance appointments the duration of such probationary period shall be for a period of twelve (12) consecutive months of active service, with the exception of the rank of Police Officer whose probationary period shall be for eighteen (18) months. The probationary period for persons appointed on a promotional basis shall be six (6) months.

An employee accepting a regular entrance appointment who has served on a limited duration appointment in the same class immediately prior to her/his regular appointment shall have that period of time counted as part of her/his probationary period. Rights and privileges shall accrue from the beginning date of limited duration appointment and shall be considered the original appointment date. (C.S. Res. 38851)

Section 6.03 – Interruption of Probationary Period. If an employee is laid off during the probationary period and subsequently reappointed to the same class, he/she shall be given credit for the portion of the probationary period previously completed.

If an employee is transferred during her/his probationary period from a position under the jurisdiction of one appointing authority to a position under the jurisdiction of another appointing authority, the second appointing authority shall grant credit for the portion of the probationary period previously completed.

Section 6.04 – Performance Rating During Probationary Period. Department heads shall file an approved report of performance at the end of the third and fifth months of employment for each employee serving a six-month probationary period. For probationary employees who have been required to serve a twelve-month probationary period, the department head shall file with the Personnel Director a report of performance for each employee at the end of the third, fifth, eighth, and eleventh months of employment. This section does not preclude the filing of additional reports at any other time during the employment of any individual.

Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the appointing authority shall notify the Personnel Director and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

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Section 6.05 – Removal or Demotion of Employee During The Probationary Period. At any time during the probationary period (entrance appointment to a classified position – one year; police officer – 18 months; entrance and restricted entrance appointment to a higher or equal classification – one (1) year; or a promotional appointment – six (6) months) an employee may be removed from her/his current position by the appointing authority, provided that:

- (a) Upon removal by the appointing authority, such probationer's name shall be removed from the eligible list from which he/she was certified, and he/she shall be considered permanently separated from that position without right of appeal to the Board except as set forth in section 6.06.
- (b) If the employee has served in the City in another position in the competitive civil service, the employee shall be notified in writing by the Personnel Department within five (5) working days of removal that he/she may be reinstated to the prior classification from which promotion was made. The employee has five (5) working days from date of notification to respond in writing, stating her/his wish to be so reinstated.
- (c) Reinstatement to the former classification will be based on the circumstances of the removal from the most recent appointment during the probationary period and the employee's work record as determined by the appointing authority.
- (d) If reinstatement is effected by the appointing authority, the employee shall be appointed to a vacant position in the former classification. If none is immediately available, it shall be the responsibility of the appointing authority to provide such a vacancy as expeditiously as possible without violating the rules of any applicable Memorandum of Understanding or the Personnel Manual concerning layoffs and without the necessity of creating an additional position.

Section 6.06 – Limited Rights of an Employee During Probationary Period. The right of an employee to appeal to the Board because of her/his permanent separation from her/his position during the probationary period shall be limited to the following:

- (a) Failure of the appointing authority to comply with section 6.04 of these Rules;
- (b) Failure of the appointing authority to comply with section 6.05 of these Rules;
- (c) Discrimination against an employee during such probationary period on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, gender, gender identity, pregnancy, sexual orientation, physical or mental disability, medical condition, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

Section 6.07 – Procedure to Be Used In Appeals and Hearings Under Section 6.06.

Whenever an employee who has been permanently removed from her/his position during the probationary period desires to appeal under the provisions of section 6.06, the following order of procedure shall govern:

- (a) Order of Procedure in Appeals:

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- i. The appeal must be filed in the office of the Personnel Director within five (5) working days from the date that notice of removal was filed upon the affected employee. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification.
- ii. The appeal must be submitted in writing, and if the appellant desires to waive a public hearing, such a waiver must be in writing.
- iii. The appeal shall state the sub-section of section 6.06 of these rules upon which it is based and a statement of the facts upon which such appeal is based.
- iv. Within seven (7) working days from the filing of this appeal, the appointing authority shall submit to the Board in writing its response.
- v. At the first meeting of the Board after the filing of the appeal and the City's response, the appeal shall be received and a date for the hearing shall be set. The appeal hearing shall be held at the next meeting of the Board, unless continued by the Board.
- vi. Not less than five (5) working days before the date the appeal is scheduled for hearing, the Board shall send:
  1. A written notice giving the date, time, and place of such hearing to the appointing authority, to the appellant or her/his attorney and/or representative, and to the City Attorney;
  2. A copy of the appeal to the appointing authority and the City Attorney; a copy of the answer of the appointing authority to the appellant or her/his attorney or representative.
- vii. Hearings on appeals may be open to the public. However, upon motion of a directly interested party, the Chairperson of the Board may exclude from the hearing room any witnesses not at the time under examination; except that a party to the proceeding and/or her/his counsel, or other persons conducting her/his case cannot be excluded.
- viii. The technical rules of evidence shall not apply. However, all testimony and exhibits offered must be relevant and bear upon the act of removal. Any testimony or exhibits that do not meet these criteria may be excluded. The Board shall consider the objection of either side to the introduction of evidence.
- ix. Hearings may be continued beyond the period originally scheduled or recessed until a future date agreeable to the Board and the parties for good reason. Provided, however, that if such request is made by the appellant or her/his attorney of record and the Board sustains the appeal, the Board may rule that the appellant shall receive no pay for the period of time during which such continuance was granted.
- x. Based on the evidence presented at the hearing, the Board shall render its decision which may be:

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- a. to sustain the action of the appointing authority concerned;
    - b. to sustain the appeal and reinstate the appellant in accordance with subsection xi below.
  - xi. The words “probationary period” as defined in section 6.01 of these rules shall be construed to mean a period of probation consistent with the letter and spirit of these rules; if an appeal is sustained hereunder, the Board may determine that there has been an interruption in the probationary period from the date of the cause giving rise to the appeal hereunder, to the date of the decision by the Board, and the probationary period of the appellant may be extended by the length of such interruption.
- (b) Burden Of Proof: In any appeal under this section, the burden of proof shall be upon the appellant, and the evidence in support of the allegations made in such appeal must be clear and convincing.

## RULE 7 - PERFORMANCE EVALUATIONS

Section 7.01 - Establishment of Performance Evaluation System. A system of performance evaluation is established to provide a fair, impartial, and objective means for rating and reporting the service and performance of each employee in the competitive civil service.

The performance evaluation plan, embodying significant factors and factor degrees for the various classes of positions, shall have reference to the quality and quantity of work done, and other characteristics which shall be considered in rating and reporting the ability, performance and efficiency of the respective employee and the value of the employee to the City service.

The following rules and the supplemental manual of procedures and factors define the performance evaluation standards and procedures which shall be used in connection with eligibility for advancement, layoff, re-employment, promotion, demotion, dismissal from the service, or as a recommendation for reduction in pay within the salary range for the classification, and in other decisions relating to the status of employees. Such plan shall primarily be a means, whereby individual employees may regularly review their performance with their supervisors, and for ascertaining and encouraging the improvement in service by the employees, for recognizing superior performance, and in providing effective supervision of employees.

Section 7.02 – Official Copy of Employee Performance Evaluations. The system of performance evaluations, as approved by the Board, shall be maintained in separate manual form.

The Personnel Director shall provide each appointing authority with copies of the performance evaluation plan and shall prescribe the forms to be used. The performance evaluation plan in the office of the Personnel Director shall be open for the inspection of the employees during business hours.

Section 7.03 – Participants in the Performance Evaluation Procedure. The performance evaluation for permanent employees in the competitive civil service shall be made annually by a rating supervisor and a reviewing supervisor in each organizational unit or division within each department, as designated by the appointing authority of each department.

Each rating supervisor, designated by the department head of each department, shall be the person who is immediately responsible for the work of the employee; that is, the first person in authority who has supervisory responsibility and who either regularly oversees, reviews and checks the work of the employee or who is most closely acquainted with her/his daily performance during the period of time for which the performance evaluation is conducted. The reviewing supervisor, designated by the department head, shall be the next higher supervisor in line of authority above the rating supervisor, who has personal knowledge of the work and performance of the employee in the unit or division to which the employee is assigned.



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Section 7.04 - Assistance by the Personnel Director. The Personnel Director shall be responsible for distributing employee performance evaluation forms, instructing the evaluating and reviewing supervisors regarding the performance evaluation procedure, recording final performance ratings for individual employees on the appropriate records, and obtaining widespread understanding among the employees of the objectives and characteristics of the performance evaluation procedures.

Section 7.05 - Open Records of Performance Evaluations. The performance evaluations of the respective employees in each department shall be open at all times to said employees for review of their own file and for the inspection by the Personnel Director.

The performance evaluations of employees as maintained by the Personnel Director respecting each department likewise shall be open to the respective employees for review of their own file and to the appointing authority and to the superior officers in the department. Any employee shall be entitled to be informed by the Personnel Director only as to the performance evaluations recorded for herself/himself and those employees who work under her/his supervision.

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**RULE 8 - VACATIONS AND LEAVES OF ABSENCE**

Section 8.01 - Vacation Leave, Authority For. The following rules shall govern vacations and leaves of absence, in accordance with the provision of Ordinance No. 8546 C.M.S., passed by the City Council May 16, 1972:

*The Board is hereby authorized to make rules and regulations governing leaves of absence and vacations for all employees in the Classified Civil Service whose leaves of absence and vacations are not otherwise provided for by ordinance or resolution of Council. Unless otherwise provided for by ordinance or resolution of Council, those employees not in the Classified Civil Service shall be allowed the rights and privileges granted to the employees in the Classified Civil Service.*

(a) Purpose. The purpose of annual vacation leave is to enable each eligible employee to return to her/his duties mentally and physically refreshed. All employees in the Competitive civil service, other than those excluded in section (b) shall be entitled to earn annual vacation leave. (C.S. Res. 41664 - 6/6/72)

(b) Exclusions. The provisions of this section do not apply to the following:

- i. Employees who are covered by Charter provision.
- ii. Employees who work on a temporary, intermittent, or seasonal basis.
- iii. Employees who work on an exempt part-time basis.
- iv. Employees whose leaves of absence and vacations are otherwise provided for by MOU, ordinance or resolution adopted by the Council.

(c) Specific Inclusions

- i. City employees: Persons employed on an exempt part-time basis who have worked a reasonably fixed pattern and who have worked at least 1040 hours in the preceding anniversary year.
- ii. Port employees: Persons who are employed on an exempt part-time basis' and who have worked at least 1,730 hours in the preceding calendar year, and not less than 140 hours in any month during the year.
- iii. Employees who work on a permanent part-time basis in a classified position and who have worked at least 50 percent or more of each normal work week during the preceding calendar year. (C.S. Res. 41934 - 4/24/73)

Vacation and sick leave credits should be determined on a pro-rated basis according to the time spent in part-time work, in relation to the normal work week for the class.

(d) Times At Which Vacation Leave Shall Be Taken.

- i. The times at which an employee shall take her/his vacation leave during the calendar year shall be determined by her/his department head, with due regard for the wishes of the employee, and particular regard for the needs of the department. If circumstances are such that a department head cannot permit an employee within her/his department to take an annual vacation leave or any part of such leave within a particular calendar year, the

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employee shall have the right to take the deferred vacation during the following calendar year, in addition to her/his then current vacation.

City employees must take vacation leave in units of not less than one day at a time.

Port employees must take vacation leave in units of not less than one week at a time, provided that under special circumstances the department head may grant a lesser unit of leave, subject to approval by the Personnel Director. (C.S. Res. 41934 - 4/24/73),

- ii. All vacations shall be computed and taken on a calendar year basis.
- iii. Employees shall be allowed to take vacation according to the following schedules, with the approval of their department head. The time of which shall be determined with due regard for the employee's wishes and particular regard for department needs. Provided, however, that no employee shall take vacation leave before such leave has been earned.
  - a. After her/his fifth calendar year of continuous service, 15 working days.
  - b. After her/his fifteenth calendar year of continuous service, 18 working days.
  - c. After her/his twentieth calendar year of continuous service, 20 working days.

(e) Rate at Which Vacation Leave Shall Accrue For Full-Time Employees.

- i. For employees during their first four (4) calendar years of service with the City of Oakland, vacation leave shall accrue at the rate of ten-twelfths working days per month.
- ii. For employees who have completed four (4) calendar years of service with the City of Oakland, vacation leave shall accrue at the rate of one and one quarter working days per month.
- iii. After completion of fourteen calendar years of service, leave shall accrue at the rate of one and one-half working days per month; after completion of nineteen calendar years of service, leave shall accrue at the rate of one and two-thirds working days per month.
- iv. For purposes of computing the rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. A break in service in excess of two (2) years shall mean that the employee so re-employed shall, for purposes of computing vacation leave, be treated as a new employee.
- v. For the purpose of computing length of service in determining eligibility for vacation at the higher accrual rate, time spent on extended military leave shall be counted as time spent in the service of the City.

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- vi. An employee who works under the four-day work week plan shall accrue vacation leave on the same basis as he/she would accrue vacation leave under the five-day work week schedule. All vacation time used shall be charged by the actual hours taken. (C.S. Res. 42204 - 5/14/74)
- (f) Deferred Vacation. Each employee who is entitled to ten or more working days vacation in any calendar year may, with the approval of her/his department head, defer such vacation to the succeeding calendar year. (C.S. Res. 41799 - 12/12/72)
- (g) Effect of Leaves of Absence Without Pay Upon Vacation. An employee who is granted a leave of absence without pay for a period in excess of thirty (30) consecutive days shall not earn vacation credits for the period in excess of thirty (30) consecutive days, except as required by law or memorandum of understanding. [Amended 5/12/2011 CSB]
- (h) Computation of Vacation Leave upon Termination or Extended Military Leave.
  - i. Compensation for Unused Vacation for Terminated Employee. After six months or more of continuous service, an employee terminates or is terminated, such employee, or her/his estate, shall be paid for earned vacation leave which he/she has accumulated.
  - ii. Method of Payment for Unused Vacation. Upon termination of City service or commencement of extended military leave, an employee shall be paid in a lump sum for such unused vacation time as he/she has accrued. Payment shall be made on the following basis: For purposes of computation it shall be assumed that there are 250 working days in a year. The employee's actual annual salary divided by 250 determines the daily workday rate multiplied by the actual number of working days of vacation due the employee at termination shall be the amount paid to the employee.
    - a. For the purpose of computing the number of working days of vacation due an employee upon termination, an employee shall be allowed credit for one full day if he/she has served one-half or more of the total number of calendar days in the month in which he/she terminates, plus the credit earned before that month; but no allowance shall be granted for service of less than this amount.
  - iii. Limitation Upon Benefits. No employee, or her/his estate, shall be paid for unused vacation in excess of forty-seven working days.
- (i) Supplemental Vacation Benefits.
  - i. Sick leave credits may be accrued up to a maximum of one hundred and fifty days for sick leave use.
  - ii. Employees who accrue and maintain this maximum are eligible to earn supplemental vacation based on the following scale:
    - a. Employees who accrue six (6) additional days of sick leave credit over and above the maximum during a calendar year are eligible for one additional day's vacation.

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- b. Employees who accrue twelve (12) additional days of sick leave credit over and above the maximum during a calendar year are eligible for two (2) additional days of vacation.
- iii. Determination of eligibility for supplemental vacation will be made at the end of each calendar year, and any sick leave credits above one hundred and fifty days will be reduced to zero at that time. Supplemental vacation shall be taken as a part of the employee's next scheduled vacation.
- iv. Employees who are or become eligible for supplemental vacation on the basis of accrual of one hundred and twenty days sick leave pursuant to section 8.01(1) as it was on June 30, 1969, shall continue to be eligible to earn supplemental vacation at that rate for a period of three (3) years from July 1, 1969; effective July 1, 1972, an employee must have accumulated one hundred and fifty days sick leave in order to be eligible for supplemental vacation under section 8.01(1) as hereby amended. (C.S. Res. 40835 - 7/15/69)

Section 8.02 - Sick Leave - General. Each full-time employee, other than those whose sick leave is governed by Charter, shall be entitled to take sick leave, with full pay, in case of her/his illness or disability, or serious illness within her/his immediate family, in accordance with the provisions contained in Section 8.02 (a) through 8.02 (k) of this rule. In addition, Port employees shall be entitled to use accumulated sick leave in case of urgent personal business, in accordance with the provisions set forth in section 8.02 (1) of this rule.

- (a) Purpose of Sick Leave. It is the purpose of this rule to establish provisions, which will enable the ill employee to remain off her/his job until he/she is well enough to work, and to avoid subjecting coworkers to illnesses, which might be contagious. Sick leave, under this rule, is a privilege which the employee can exercise only in the event of her/his bona fide illness or disability, or serious illness within her/his immediate family, except that Port employees only may be allowed additional use of sick leave as outlined in section 8.02 (1) of this rule. (C.S. Res. 41687 - 7/11/72)
- (b) Rate At Which Employees Shall Earn Sick Leave.
  - i. Each employee, upon completion of three (3) months of service with the City, shall be credited with three (3) working days of sick leave credits with pay.
  - ii. When the original sick leave credit has been granted, as provided in Section (1) above, each employee shall thereafter be credited with one working day of sick leave credit with full pay for each month of service.
  - iii. For the purpose of this rule, a month of service shall mean thirty calendar days.
- (c) Accumulation Of Sick Leave Credits. Such sick leave with pay, as provide for in Section, which is not used shall be cumulative. Sick leave credits may be accumulated, not to exceed one hundred and fifty working days. When the

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maximum of one hundred and fifty working days have been accumulated and a portion of it is subsequently used, it may be re-accumulated at the applicable earning rate provided in Section (b). (C.S. Res. 30835 - 7/15/69)

(d) Disposition of Sick Leave Credits of Terminated Employees.

Except as hereinafter set forth, if an employee terminates or is terminated for any reason whatsoever, all accumulated sick leave shall be cancelled; provided, however, that such employee who returns to work with the City of Oakland within one year of such termination shall be again credited with the amount of accumulated sick leave he/she had at the time he/she terminated. An employee who is re-appointed or reinstated in this manner shall earn sick leave at the rate of one working day per month, unless her/his previous service with the City of Oakland amounted to less than three (3) months service.

If an employee with not less than ten years total City of Oakland employment, uninterrupted by a single period of absence in excess of one year, terminates or is terminated for any reason, he/she shall be paid a lump sum on the basis of 33-1/2% of accumulated sick leave credit. For this purpose, a day's pay will be computed in the manner set forth in Section 8.01 (h) (2) of these rules. (C.S. Res. 41374 - 7/20/71)

(e) Family Illness - Immediate Family Defined.

- i. Each employee who is otherwise eligible to take sick leave may, in the event of serious illness in her/his family, take a maximum of five (5) working days family sick leave in any calendar year. Such family sick leave shall be charged against the employee's accumulated sick leave credits.
  - a. In extreme or unusual circumstances, the appointing authority, with the approval of the Board, may grant additional family sick leave time against earned sick leave credits and may, under extreme or unusual circumstances, authorize family sick leave for other than members of the immediate family.
  - ii. The immediate family of an employee shall include wife, husband, mother, father, child, sister, brother, grandfather, and grandmother.

(f) Limitations on Sick Leave. Sick leave shall not be granted to an employee who is absent from duty due to an injury incurred while regularly working for an employer other than the City of Oakland.(g) Effect of Leaves of Absence Without Pay Upon Sick Leave. An employee who is granted a leave of absence without pay for a period in excess of thirty (30) consecutive days shall not earn sick leave credits for the period in excess of thirty (30) consecutive days, except as required by law or memorandum of understanding. [Amended 5/12/2011 CSB](h) Verification of Illness - Abuse of Sick Leave. A department head may require of any employee under her/his jurisdiction, who has been on sick leave for one or more working days, a doctor's certificate or other authoritative verification,

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certifying that the illness was bona fide. He/she also may require that the employee be examined by the City Physician for the purpose of determining whether he/she is, in fact, well enough to return to her/his regular duties. The employee concerned shall be considered on sick leave status until the City Physician releases her/him for duty.

Obvious abuses of the sick leave privilege will result in suspension of those privileges for a period of six months. Determination of abuse and the suspension of privileges will be made by the Civil Service Department and the City Physician, and any such suspension shall be by order of the Board. Further disciplinary action by the appointing authority may be taken where deemed appropriate.

- (i) Required Method of Reporting Illness. In order to receive compensation for the period, in which he/she is on sick leave, the employee shall notify her/his immediate supervisor or a higher supervisor prior to or within one hour after the employee's regularly scheduled time for reporting to work. If the circumstances involved clearly are such as to make this impractical, the employee shall report her/his illness at the earliest possible time. Failure to do so is cause for denying sick leave with pay.
- (j) Compulsory Sick Leave. If, in the opinion of the appointing authority an employee is unable to perform her/his work properly due to illness, he/she may direct that the employee be examined by the City Physician. If the City Physician finds that the employee is physically or mentally unfit to properly perform her/his duties, the appointing authority may, subject to the approval of the Board, compel such employee to take sufficient leave of absence as will enable her/him to recuperate or regain her/his health so that he/she may again properly perform her/his duties.
- (k) Return to Duty from Extended Sick Leave. In all instances employees returning duty after extended sick leave (ten days or more), or when due to the nature 'of the injury or illness, it is in the best interest of the City service medical clearance must be obtained from the City Physician prior to return to duty. Persons on sick leave may be called in by the City Physician for review and evaluation of their anticipated return to duty date.(C.S. Res. 38851 - 6/30/64)
- (l) Personal Leave for Port Employees. Up to (4) days of accumulated sick leave per year may be used by Port employees for urgent personal business. These four (4) days are not accumulative. However, if not used, this time will be counted as sick leave, in which case it can be carried from year to year. Using sick leave for personal business is defined as necessary transactions that might affect an employee's economic well being, or personal welfare, and which cannot be carried out during off-duty hours. At least forty-eight (48) hours prior notice shall be given expect in case of extreme emergency. (C.S. Res. 41618 - 7/10/72)

Section 8.03 – Maternity Leave. An appointing power may grant a maternity leave without pay to any employee under her/his jurisdiction, subject to the following regulations:

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- (a) No leave may be granted for a period exceeding one year.
- (b) A department head may require an Employee to take a leave of absence at any time during her Pregnancy for reasons of health and safety, upon recommendation of the City Physician; or for reasons of unsatisfactory work performance due to the Employee's physical condition.
- (c) Before returning to duty following a maternity leave, an employee shall present to the City Physician a statement from her own physician stating that she is physically able to return to work. (C.S. Res. 4347-7 - 10/11/79)

Section 8.04 - Injury on Duty.

- (a) Combining Benefits of Workmen's Compensation Act and Sick Leave.
  - i. When an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of her/his duties, he/she shall become entitled to leave of absence while so disabled, for a period not to exceed ninety (90) days, including Saturdays, Sundays, and holidays, and such leave shall not be deducted from her/his accumulated sick leave; provided, however, that such sick leave for said period of not to exceed ninety (90) days including Saturdays, Sundays, and holidays, shall not be at full pay, but shall be in such amount as, when added to her/his disability indemnity under the Workmen's. Compensation Act of the State of California, will result in a payment equal to her/his full salary or wage; and provided further, that such leave, if interrupted by return to duty, shall in no event exceed in the aggregate ninety (90) days, including Saturdays, Sundays, and holidays, for each injury or illness.
  - ii. If the specific disability continues with or without interruption for a period in excess of ninety (90) days, including Saturdays, Sundays, and holidays, such employee may thereafter take as much of her/his accumulated sick leave as, when added to her/his disability indemnity payments, will result in a payment to her/him of not more than her/his full salary or wage. Her/his accumulated sick leave shall be reduced in proportion to the amount of salary or wage paid in excess of the indemnity payments and shall be computed on a working-day basis.
  - iii. If an employee whose disability continues, with or without interruption, beyond ninety (90) days, including Saturdays, Sundays, and holidays, elects to receive thereafter only the disability indemnity payments provided for in the Labor Code, he/she must so advise the City Attorney's office (or the Port Attorney's office if he/she is an employee of the Port of Oakland) within seven (7) days before the first payment of salary chargeable to her/his accumulated sick leave is made. If he/she does not so elect, he/she shall receive her/his full salary to the extent of her/his accumulated sick leave, and her/his accumulated sick leave will be reduced in proportion to the amount of salary or wages paid in excess of disability indemnity. When her/his accumulated sick leave is exhausted,



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he/she still is entitled to receive disability indemnity as provided in the Labor Code.

- (b) Reports to Board. When an employee has been injured in the line of duty and he/she receives compensation in accordance with the provisions of any Workmen's Compensation Act of the State of California, the appointing power shall submit reports to the Board giving the following information, (1) The date such employee was taken out of service; (2) The date such employee returned to duty, with a brief statement as to the extent of disability, if any; (3) If the employee is unable to return to duty and is awarded a permanent total disability, the date of such award, with a report of termination of appointment.

Section 8.05 - Leave of Absence on Disability Retirement. Every employee retired by the Board of Administration of the Oakland Municipal Employees' Retirement System because of disability, in accordance with Section 33 of the Charter and the provisions of Ordinance No. 713 C.M.S., shall be granted a leave of absence during the period of her/his disability. Such leave shall be reported to the Board, but shall not require approval by the Board. If the disability for which such employee was retired ceases to the extent that he/she is able to perform the duties of the position held by her/him when retired for disability, and he/she is otherwise qualified for employment by the City, such employee shall have the definite and absolute right to be returned to a position in the same class as that occupied by her/him at the time of her/his retirement; and he/she shall be entitled to such other privileges as are provided for in these rules.

Section 8.06 - Family Death Leave. Leaves of absence with pay due to a death of an employee's immediate family is allowed, and such leave shall not be charged against vacation or sick leave to which an employee may be entitled, but shall be in addition thereto.

- (a) Eligibility for Family Death Leave. In order to be eligible for family death leave, an employee must have worked full-time for the City of Oakland for a period of time in excess of three (3) months.
- (b) Schedule of Allowances. In the event of a death within her/his immediate family, an employee may be permitted to remain absent from duty with pay for such time as hereinafter specified:
- i. If the service is within the Bay Area, three (3) working days with pay will be allowed.
  - ii. If the service is outside the Bay Area but within 300 miles of Oakland, not to exceed four working days with pay.
  - iii. If the service is more than 300 miles but less than 600 miles from Oakland, not to exceed five working days with pay.
  - iv. If the service is more than 600 miles from Oakland, not to exceed eight working days with pay. (C.S. Res. 38851 - 6/30/64)
- (c) Exceptional Cases. In special or unusual cases the department head, with the approval of the Board, may grant a family death leave to allow an employee to

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attend funeral or memorial services for someone other than those included within the definition of the immediate family under Section, 8.02 (e) (2) of the Sick Leave Rule. It is the intent of this provision to cover the kind of situation in which someone other than immediate kin has raised the employee, or due to unusual circumstances has a very close relationship with the employee.

- (d) Procedure for Requesting Leave. In order to qualify for Family Death Leave, the employee shall obtain the approval of her/his immediate supervisor or a higher supervisor prior to going on leave of absence. If the circumstances are such- as to clearly make this impracticable, he/she shall notify her/his supervisor at the earliest possible time. Failure to do so may be cause for denying leave with pay.

Section 8.07 - Miscellaneous Leaves of Absence. Miscellaneous leaves of absence other than vacation and sick leave may be granted by the appointing authority, subject to the approval of the Board, unless otherwise provided. Department heads may grant leaves of absence without pay for periods not in excess of three working days; provided, however, that no employee shall be granted a total of more than five working days of such leave without pay in any one calendar year.

- (a) Procedure for Granting Leaves of Absence. An employee may be granted a leave of absence only if...
- i. The employee makes a written request to her/his department head at least five working days prior to the effective date of the request, stating her/his specific reasons for the request.
  - ii. The appointing authority recommends the request and forwards it to the Board prior to the effective date of the requested leave. Leaves of absence without pay of three working days or less need only be reported to the office of the Board in writing. The other steps are necessary for this type of leave.
- (b) Limitation Upon Leaves of Absence Without Pay. No leave of absence without pay, other than leaves to accept exempt positions in the City service or classified positions in the City service financed in whole or in part by Federal or tax exempt foundations, may be granted for a period in excess of one year. Leaves of absence to fill exempt positions in the City service or classified positions in the City service financed in whole or in part by Federal or tax exempt foundations shall be granted for the entire period during which the employee serves in such positions. (C.S. Res. 39635 - 11/30/65) A leave of absence without pay of thirty (30) consecutive days or less shall not impact seniority. [Amended 5/12/2011 CSB]
- A leave of absence may be extended, upon the recommendation of the appointing authority and the approval of the Board.
- (c) Reasons for Which Leaves of Absence without Pay May Be Granted. Leaves of absence without pay may be granted for reasons which, in the opinion of the appointing authority and the Board, appear to be proper and in the best interest of the City, such as ...

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- i. To permit the employee to receive additional education of such nature that will improve the employee's job performance and increase her/his worth to the City.
- ii. To permit the employee, because of her/his particular abilities or her/his outstanding competence, to assist another governmental jurisdiction, and which in a direct way will enhance the prestige of the City of Oakland.
- iii. To permit the employee to take care of urgent or most important personal business which cannot feasibly be accomplished by someone else.
- iv. To permit employee to settle domestic problems.
- v. To permit the employee to take an exempt position in the City services.
- vi. To permit the employee to retain promotional and seniority rights to her/his permanent position upon accepting appointment to a classified position in the City service under a program financed in whole or in part by Federal or tax exempt foundations. (C.S. Res. 39653 – 11/30/65)

- (d) Leaves of Absences With Pay. In addition to those leaves absence with pay which are provided for elsewhere in these rules, a leave of absence with pay may be granted to an employee under special circumstances which, in the opinion of the best interests of the City to do so. In no case shall leave with pay be granted in excess of three working days in any calendar year. Requests for such leave must be considered at a regular meeting prior to the effective date of the leave.

Leave of absences with pay may be granted to an employee who has been selected for jury: duty and from which he/she cannot be excused. Leave with pay for unexcused jury duty is not subject to the time limitation expressed above. Leave of absence with pay for jury duty may be approved by the appointing authority without reference to the Board, and will not be counted as regular leave with pay. An employee who serves on jury duty shall be paid her/his regular salary for the period of such duty but shall be required, under the provisions of the Charter, to turn over to the City Treasurer all fees, which he/she receives as payment for such jury duty.

To be eligible for a leave of absence with pay for other than jury duty, the employee must have served the City continuously for a period of not less than six months and her/his services must have been thoroughly satisfactory.

Section 8.08 - Return to Duty Following Leave. Every leave of absence shall be upon the condition that the employee taking the leave shall, subject to these rules, have the definite and absolute right, upon her/his return to her/his employment on the termination of her/his leave, to be reinstated to a position in the same class as that occupied by her/him at the time of the commencement of such leave, and he/she shall be entitled to such other privileges as are provided for in these rules. Any employee who fails to return to perform her/his regular duties by the date indicated in her/his leave, provided such leave has not been extended by action to the Board, may be terminated.

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An employee whose probationary period is interrupted as a result of taking a leave of absence shall, upon return, be given credit for the portion of probationary service previously completed. (C. S. Res. 43473 – 10/11/79)

Section 8.09 – Authorization to Approve Leaves. The Personnel Director is authorized to act for the Board in approving sick leaves, family death leaves, and all leaves of absence without pay, not exceeding 30 days.

Section 8.10 - Military. Leave of Absence. Military leave of absence shall be granted City employees in accordance with the military and Veteran’s Act of the State of California, a copy such act to be found in the office of the Board.

**RULE 9 - SENIORITY, LAYOFF, CHANGE IN STATUS, RESIGNATIONS**

Section 9.01 - Layoffs. Whenever there shall be need for a layoff, the staff shall be reduced in accordance with the procedure set forth in section 9.02 of these rules.

Layoffs shall be on a Citywide basis within each class subject to a reduction in force; provided, however, that an incumbent who was selectively certified to a position in accordance with Section 5.03 may not be displaced by another employee lacking the skills required for the selective certification to the position. Among employees possessing the requisite skills for selective certification the provisions of section 9.02 shall apply. The criteria applied in determining the particular employee(s) to be moved or laid off and the order of layoff shall be those criteria as specified in section 9.02. [Amended 5/12/2011 CSB]

Employees who are laid off shall have their names placed on the appropriate reinstatement list ranked by seniority from highest to lowest. Employees on the reinstatement list shall be entitled to reappointment to positions in the same classes where such positions are to be refilled during the period of their eligibility on the reinstatement list, or to similar classes for which no reinstatement list exist, regardless of which appointing authority has the vacancy to be filled. [Amended 5/12/2011 CSB]

Section 9.02 - Layoff Procedure. Whenever it becomes necessary to reduce a staff under the provisions of section 9.01 of these rules, no permanent employee in the affected class shall be laid off while there are employees without status in the same class. Employees without status in such class shall be separated in the following order: (1) temporary; (2) probationary. Pursuant to City Charter section 9.02(e), “no...contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service.” Any alleged violation(s) of the Charter section shall be adjudicated through the grievance process of the affected Memorandum of Understanding. [Amended 5/12/2011 CSB]

If further staff reductions are required after temporary and probationary employees in the affected class are separated, then the least senior permanent employee shall be laid off. [Added 5/12/2011 CSB]

In conducting a layoff, the appointing authority shall communicate with the Personnel Director regarding the position(s) to be reduced. The Personnel Director shall create a seniority list of the employees in the affected classes, compiled on a City-wide basis, in accordance with the method described in subsections (a) and (b) below. [Amended 5/12/2011 CSB]

If the incumbent in the position to be eliminated is more senior than another incumbent in the same class within the same department, then the least senior incumbent shall be moved to a position in the same class in another department, provided they have more seniority than the least senior incumbent in such other departments. The same process shall apply to all employees displaced by this process. [Added 5/12/2011 CSB]

If the affected class has been deemed a City/Port common class, then once this process has been exhausted within the City, if the least senior incumbent at the City has more seniority than an incumbent at the Port Department, that City incumbent shall move to

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the Port Department and the least senior incumbent at the Port Department shall be laid off. Conversely, once this process has been exhausted within the Port Department, if the least senior incumbent at the Port Department has more seniority than an incumbent at the City, that Port Department incumbent shall move to the City and the least senior incumbent at the City shall be laid off. [Added 5/12/2011 CSB]

An affected employee shall be notified in writing by certified mail or by direct submission at least ten (10) working days prior to the date of layoff, and the notice shall contain the reason for the layoff or movement to another position. Affected departments shall be provided with copies of the notices sent to laid off employees. [Amended 5/12/2011 CSB]

The method for computing seniority shall be as follows:

- (a) Seniority Credit: Credit in a class shall be granted at the rate of one point for each month of service in that class, or in any class higher for sworn officers in a promotional line of progression, starting from the date of hire. Seniority credit shall be adjusted for any unpaid leaves of absence in excess of thirty (30) consecutive days, except for those leaves that by law or memorandum of understanding do not count against seniority. Suspensions shall not be deducted from seniority for the purpose of this paragraph. Credit in a class that has been abolished, combined, divided, or otherwise altered shall be granted at the same rate when the Personnel Director determines that such class was equal to or higher in level than the affected class of layoff. If the Personnel Director determines that such a class was lower in level than the affected class, credit for service in such class shall be computed at the rate of one-half point per month. Service that is less than full time (i.e. permanent part time) shall receive seniority points on a pro-rata basis. [Amended 5/12/2011 CSB]
- (b) Order of Layoff When Combined Scores are Equal: As between two (2) or more employees having the same score for seniority, the order of layoff shall be determined by giving preference for retention in the following sequences: (1) employee with greatest actual time in class in which the layoff is being made and in classes with the same or higher maximum salary; (2) employee with greatest total time in City service; (3) employee who received the highest score on the entrance examination in the class; (4) employee whose application for the position in the subject class was first received. For sworn officers, item (4) shall not apply and item (3) shall be modified as follows: employees with the highest rank from an academy as a Police Officer Trainee or Firefighter Trainee. [Amended 5/12/2011 CSB]
- (c) Reversion to Former Class: City employees who possess permanent status in one class and who have been appointed to a position in another class, in the event of layoff from that class, shall have the right to be reinstated to a position in their former class. This right shall extend to both personnel with tenure in a class so affected, and to individuals serving probationary periods in such class at the time of layoff. [Amended 5/12/2011 CSB]

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To implement the above process for reversion, the employee in the lower class with the least seniority, as calculated in subsections (a) and (b) above, shall be laid-off. [Amended 5/12/2011 CSB]

Section 9.03 – Reinstatement List. Permanent employees who are laid off or revert to a former class will have their names kept on a reinstatement list for three (3) years from the date of layoff. Names shall be placed on the reinstatement list ranked by seniority on a Citywide basis, from highest to lowest seniority. The reinstatement list will be used by the Personnel Director when a vacancy arises in the same or lower class. The Personnel Director shall use this list before any other type of appointment. The name of any permanent employee on a reinstatement list who has remained on the list for three (3) full years shall be removed from the list and that person shall lose all civil service status. The Personnel Director, in her/his discretion, may extend the active period of the reinstatement list. [Amended 5/12/2011 CSB]

Section 9.04 – Return of Laid-off Probationary Employees to Eligible Lists. Probationary employees who have been laid off will not have their names placed on a reinstatement list. Rather, they may have their names restored to the eligible list from which they secured appointment, in the order of their original general score on such list; provided, however,

- (a) If the eligible lists from which such persons received appointment have expired or been canceled, the probationary employee shall have no restoration rights;
- (b) All probationary employees who have been laid off and subsequently appointed to a new position in the same class shall complete their probationary period in that class. Probationary employees who are appointed to different class must serve the entire probationary period required in that class. If a probationary employee is appointed to a lower class in the same job series, then he/she will serve remaining portion of her/his probationary period.

[ Section Amended 5/12/2011 CSB]

Section 9.05 – Resignation. Employees are free to resign from their employment, but are encouraged to give at least two (2) weeks notice. Once a resignation becomes effective, it is irrevocable except that the Personnel Director may, in her/his discretion, permit a resignation to be rescinded. The Personnel Director may, in her/his discretion, require employees separating from City employment to undergo an exit interview.

Whenever (a) an allegation is made that the resignation is due to undue pressure or threats, or (b) in the opinion of the Personnel Director resignations within any organization are excessive, it shall be her/his duty to investigate causes of such resignations and report the same to the appointing authority and the Board.

Section 9.06 - Retirement. Any person who is employed in the City service who shall become eligible to retire, and whom shall be retired or pensioned under the provisions of any present or subsequent retirement laws shall be deemed, for the purposes of these rules, to have been separated from the City service in good standing.

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Section 9.07 – Medical Separation. An employee who becomes unable to perform the essential assigned functions of her/his position due to a disability or other medical condition may be medically separated. Prior to medical separation, the City will determine what accommodations, if any, will be reasonably provided to the employee in accordance with City policy, applicable law and section 5.10 of these Rules, and may determine whether the employee may be eligible for disability retirement, if appropriate. Except by mutual consent, an employee shall not be medically separated while on any authorized leave of absence.

Proof of the employee's disability is required and is subject to verification by the City. When the City requests a medical opinion as verification of disability, the City shall pay the reasonable costs of the medical examination(s) requested. If the employee has passed her/his probationary period, a letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification. Proof of service shall accompany the notice of intent. The notice shall: (a) inform the employee of the action intended, the reason for the action and the effective date; and (b) inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent, in accordance with the instruction given by the City in the written notice provided to the employee. After review of the employee's timely response, if any, the City shall notify the employee of any action to be taken. An effective date of separation shall be at least ten (10) calendar days after the date of issuance of the notice of intention to separate or timely receipt of the employee's response, if any, whichever is later. Medical separation may be appealed to the Board.

Section 9.08 – Separation Due to Absence Without Leave. Absence from duty without proper authorization in excess of five (5) continuous working days shall constitute abandonment of the position and shall be reported to the Personnel Director and recorded as an automatic resignation. The appointing authority shall notify the employee at her/his last known address by regular and certified mail and notify her/his emergency contact on the form prescribed by the Personnel Director.

If the employee contacts the Personnel Director within 30 days of the mailing of such notice and establishes to the satisfaction of the Personnel Director that the absence was in fact authorized or that the absence and failure to seek or obtain authorization was due to unavoidable factors entirely beyond the control of the employee, the Personnel Director may order such employee reinstated. Should the Personnel Director decline to reinstate the employee, he/she shall notify the affected employee in writing of the determination and the basis for his/her determination. The employee may appeal the matter to the Board within 15 days of the date such letter is mailed or otherwise delivered. The decision of the Board shall be final and not be reconsidered.

Failure to appeal as set forth above shall result in the employee being separated and the cancellation of all current examination and eligibility status.

Section 9.09 – Termination of Seniority. Class seniority shall be terminated for employees who voluntarily separate from the City and the break in service is two years or more. [Added 5/12/2011 CSB]



**RULE 10 - DISCIPLINARY ACTIONS, APPEALS AND HEARINGS**

Section 10.01- Disciplinary Action. All persons holding positions in the Classified Civil Service shall be subject to suspension, fine and also removal from office or employment by the City Administrator, or, in case of persons employed in the office of the Auditor-Controller or Board, for misconduct, incompetence, or failure to perform their duties under or observe the rules and regulations of the department, office, or Board; but subject to the appeal of the aggrieved party to the Civil Service Board as herein provided.

Any chief official, any subordinate officer, and any superintendent or foreman in charge of municipal work may temporarily suspend any subordinate then under her/his discretion for in-competency, neglect of duty or disobedience of orders, but shall within twenty-four (24) hours thereafter report the fact in writing to the City Administrator, Auditor-Controller, as the case may be, and furnish a copy of the report to the subordinate suspended, upon her/his request therefore. The City Administrator, Auditor-Controller or Board shall thereupon, if demanded by the subordinate suspended, hear evidence for and against her/him, and shall thereupon affirm or revoke such suspension according as he/she or it finds the facts to warrant.

Employees in the competitive civil service may be dismissed, demoted, fined, or suspended without pay for just cause.

When an employee in the competitive civil service has failed or fails to perform the duties of her/his position in a satisfactory manner, or has committed any act or acts to the prejudice of the public service, or has failed to perform any act or acts it was her/his duty to perform, or whose service rendered is below satisfactory standards, or who otherwise has become subject to disciplinary or other corrective measures, the appointing authority or her/his designated department heads shall have the power and it shall be their duty to take action, subject to the provisions of the Charter and these rules, in one of the following ways:

- (a) To reprimand the employee and record such reprimand in her/his personnel file.
- (b) To suspend the employee without pay.
- (c) To demote the employee to a lower class of position than that currently filled by her/him.
- (d) To fine the employee.
- (e) To discharge the employee from the public service.

Section 10.02 - Procedure in Disciplinary Actions. The department head shall notify the Personnel Director, in the manner and form prescribed by her/him, whenever any employee is suspended without pay, indicating the reasons therefore and the duration of the suspension. In case of any suspension, the employee shall have the right of hearing or investigation by the appointing authority or the Board, in accordance with the procedures described in the Charter and these rules.

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Section 10.03 - Appeal of Disciplinary Action. Permanent employees shall have the right to appeal from the final notice of discipline involving suspension, fine, demotion or discharge. The notice of appeal must be received by the Secretary to the Board within ten (10) working days from the date the final notice of discipline was served upon the appellant, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final. The appeal shall address each of the reasons for the disciplinary action enumerated in the written notice and may provide any relevant additional information.

The appeal shall be submitted to the Secretary to the Board. The Board shall decide whether it shall hear the appeal itself or whether the appeal shall be heard by an independent Hearing Officer. In cases in which the appellant has requested a public hearing, the Board shall hear the appeal.

Section 10.04 - Procedures for Hearings by the Board. In the event that the Board decides to hear the appeal itself, the following procedures shall apply:

A hearing date will be set after the appeal is initially received by the Secretary to the Board. The request for appeal must contain the following items: (1) Cover sheet, including appellant's name, address, and telephone number; name, title, address, telephone number of appellant's representative, if any (Representative's telephone number will suffice in the absence of appellant's number); (2) A list of available days for hearing dates; (3) An estimate of the number of hours required for case presentation.

Appellant representatives and the City Attorney must provide two (2) complete hearing packets to the Board's secretary by at least one week prior to the scheduled hearing. Appellant's failure to provide such information may, at the Board's discretion, result in the rescheduling of the hearing. Packets must include the following items: (1) A chronology of events; (2) An agreed upon Statement of Facts; and (3) Statement of Facts in Dispute.

The City Attorney shall also present to the Board a copy of the Notice of Intent to Impose Discipline, and Notice of Discipline with accompanying materials. In the event the City Attorney and the Appellant's representative are unable to meet on the above items, the Appellant's representative must submit their version of the facts at least one week prior to the hearing.

The City Attorney and the Appellant's representative are required to meet at least one hour prior to the hearing to finalize exhibit packets which must include the following: (1) A list of exhibits, if any; (2) Pre-marked exhibits (if any exhibits are to be submitted). Additional exhibits may be submitted during the hearing, if they were not available to a party prior to the hearing.

No documents submitted to the Board for consideration shall be considered public records, unless consented to by all parties or otherwise required by law.

The hearing may be continued for good reason beyond the date originally scheduled or recessed to a future date agreeable to the Board and the parties. However, if a continuance is requested by the appellant or her/his representative, and the Board shall later sustain the appeal, the Board may rule that the appellant shall receive no back pay for the period of time during which such continuance was granted.

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Hearings shall be closed to the public unless the appellant requests a public hearing in writing. In the event that a hearing is public, upon motion of a directly interested party, the Board may exclude from the hearing room any witnesses not at the time under examination, except that a party to the proceeding and her/his counsel cannot be excluded.

Hearings shall be tape-recorded. Copies of the tape will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request at the requesting parties' expense. Board subpoenas will be issued upon the request of either party. Subpoenas may be secured by contacting the Secretary to the Board.

The Board shall convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Technical rules of evidence shall not apply. However, all testimony and exhibits must be relevant to the issues in contention, and the Board may exclude any evidence which it deems to be irrelevant. The Board shall consider and rule on any objection by either party. Closing arguments shall be oral; provided, however that either party may elect to submit a closing brief. Briefs are to be submitted to the Board within a time set by the Board. Briefs submitted after the deadline shall not be considered by the Board.

The Board will make no assumptions of innocence or guilt. The Board will be guided in its decision by the weight of the evidence as it appears to it at the hearing.

The Board has the power to sustain, overrule, reduce or, consistent with due process, modify the discipline, award back pay and determine the extent of back pay to be awarded, if any, based on the circumstances, and take any other appropriate action. The Board's determination will be issued in writing, within thirty (30) working days of the conclusion of the hearing, unless post-hearing briefs are to be submitted, in which case the Board's determination will be issued within thirty (30) working days of timely receipt of the post-hearing briefs. Copies of the Board's determination shall be forwarded to the appellant and her/his representative, City Attorney's Officer and the affected City department. The Board may request that either or both parties present proposed findings of fact and conclusions of law within ten (10) working days of the Board's determination. The opposing party shall have the right to agree or object to the proposed findings. The Board's decision shall be the final decision of the City but is reviewable by writ of mandamus in accordance with applicable law.

Section 10.05 - Procedures for Hearing by a Hearing Officer. In the event that an appeal is to be heard by a Hearing Officer, the following procedures shall apply:

(a) Hearing Officer Selection and Authority.

The Hearing Officer shall be selected by the Board in accordance with selection procedures established by the Board which ensure that the Hearing Officer is independent, neutral and un-biased.

Hearings shall be closed to the public. The costs of the Hearing Officer shall be borne by the City. Hearings shall be tape-recorded. Copies of the tape will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request at the requesting parties' expense.

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The Hearing Officer shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Closing arguments shall be oral; provided, however that either party may elect to submit a closing brief following the presentation of closing arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

The Hearing Officer shall render written findings and recommendations to the Board within thirty (30) calendar days of the close of the hearing. If post-hearing briefs are submitted, the recommendation shall be submitted to the Board within thirty (30) calendar days after timely receipt of the brief(s).

The Hearing Officer shall provide the Board the following documents, which shall constitute the official hearing record: (1) A summation page delineating the case name; issue; brief summary of the case; and her/his recommendation; (2) a complete written report documenting the findings; (3) any documentary evidence, written motions and briefs submitted; (4) the cassette tape(s) of the hearing.

(b) Civil Service Board Responsibilities.

After receiving a Hearing Officer's recommendation, the Board Secretary shall schedule the case for the next available Board meeting. The Board will make every effort to schedule a case within thirty (30) days of receiving the Hearing Officer's recommendation.

In reviewing a decision, the Board shall review the hearing record and may review the recording of the hearing. The Board may accept or reject the Hearing Officer's recommendation. The Board has the power to sustain, overrule, reduce or, consistent with due process, modify the original discipline, award back pay and determine the extent of back pay to be awarded, if any, based on the circumstances, and take any other appropriate action.

The Board's determination will be issued in writing, within ten (10) working days of the conclusion of the Board's review of the Hearing Officer's recommendation. Copies of the Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant and her/his representative, the City Attorney's Office and the affected City department. The Board's determination shall be the final decision of the City but is reviewable by writ of mandamus in accordance with applicable law.

**RULE 11 - PROHIBITIONS AND PENALTIES**

Section 11.01 - Frauds Prohibited. Under all provisions of these Rules, no person shall, by representation or action, maliciously or corruptly by himself/herself or in cooperation with any other person or persons:

- (a) Willfully and falsely mark, grade, estimate, or report upon the examination or proper standing of any person examined or certified pursuant to the City Charter or these rules pertaining to the competitive civil service, or the performance evaluation, or the service ratings of any employee, or aid in so doing, or willfully make any false representation concerning the same, or concerning any person examined;
- (b) Impersonate any other person, or permit or aid in any manner any other person to impersonate her/him in connection with any examination, appointment, or application, request for examination or other matters covered by these Rules;
- (c) Defeat, deceive, or obstruct any person in respect to her/his rights in relation to any examination, appointment in the competitive civil service or other matters covered by these Rules;
- (d) Furnish any person any special or secret information for the purpose of either improving or injuring the prospects or chances of such person in connection with any examination, appointment or other matters covered by these Rules;
- (e) Directly or indirectly give, render, pay, offer, solicit or accept money, service, or other valuable consideration for or on account of any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in, a position in the competitive civil service.
- (f) Make false accusations, falsify documents or make false representations regarding matters covered by these Rules.

Section 11.02 - Penalty. Any person violating any of the provisions of this Rule or any rule hereunder shall be deemed guilty of a misdemeanor, and for any such offense may, upon conviction thereof, be suspended, reduced in grade, or dismissed from the service.

**RULE 12 - INCOMPATIBLE ACTIVITY OF CITY EMPLOYEES**

Section 12.01 – Incompatible Activities. Incompatible Employment. Each officer and employee shall, during her/his hours of active duty, devote her/his whole time, attention and efforts to her/his office or employment, and he/she may not be required to perform any service except for the benefit of the City. No officer or employee of the City may engage in any employment, activity or enterprise which has been determined to be inconsistent, incompatible or in conflict with her/his duties or with the duties, functions and responsibilities of the department or other agency in which he/she is employed.

The City Administrator or the City Attorney, or the Auditor, as to personnel under their respective jurisdictions, shall declare the activities which will be considered inconsistent, incompatible or in conflict with, or inimical to, the duties of such personnel as City employees. In making this determination, consideration shall be given to employment, activity or enterprise which: (a) involves the use for private gain or advantage of City time, facilities, equipment and supplies, or the badge, uniform, prestige or influence of one's City office or employment; or (b) involves receipt by the officer or employee of any money or other consideration for the performance of any act required of her/him as a City officer or employee; or (c) involves the performance of an act in other than her/his capacity as City officer or employee which act may later be subject directly or indirectly, to control, inspection, review, audit or enforcement by her/him or by the agency in which he/she is employed. (Charter section 1201)

Employees who violate section 12.01 may be subject to disciplinary action up to and including termination and, where appropriate, may be subject to prosecution under state or federal law.

Section 12.02 – Community Activities. Employees may participate in community or civic activities on their own time. When there is a possibility or appearance of an incompatibility between the employee's public duties and private interests, the employee must bring the situation promptly to the attention of the immediate supervisor for review and resolution. Managers and supervisors shall counsel employees as appropriate upon becoming aware of possible conflicts of interest.

**RULE 13 - RECORDS**

Section 13.01 - Records Open to the Public. Except as provided in these rules, state law or the Sunshine Ordinance, the records of the Department of Human Resources Management, the minutes of the meetings of the Board, annual and special reports, the classification and compensation plans, and the official roster are hereby declared to be public records, and shall be open to public inspection at the Department of Human Resources Management under reasonable conditions during business hours. However, the Personnel Director shall have the authority to withhold information dealing with employee personal records and special reports, which are protected by privacy rules and laws, or are otherwise exempt from disclosure under state and local laws. [Amended 5/12/2011 CSB]

Material used or to be used in tests, confidential reports regarding applicants or eligibles, and the names and identity of special examiners who may be temporarily employed by the City shall be considered confidential and not open to the public.

Section 13.02 - Disposition of Records. Minutes of Board meetings shall be considered permanent records.

**SAVINGS CLAUSE**

If any part of these Rules is determined to be illegal or unconstitutional, such part shall be severed from these Rules and the remaining Rules shall be given full force and effect.

**APPENDIX A - GUIDELINES FOR FILLING VACANCIES**

All vacancies in authorized, non-sworn, classified and exempt positions shall be filled according to the following guidelines:

1. If a permanent vacancy occurs in an exempt position:
  - a. The duties may be reallocated among existing positions; or
  - b. The position may be left open; or
  - c. The position may be filled by appointment.
2. If a temporary vacancy or absence occurs in an exempt position:
  - a. The duties of the position may be reallocated temporarily among other positions; or
  - b. The position may be left open for the duration of the temporary vacancy or absence; or
  - c. The position may be filled by assignment of a current employee on an “acting” basis in accordance with pertinent Memorandum of Understanding and administrative policy; or
  - d. The position may be filled by a Temporary Contract Service Employee or an Exempt Limited Duration Employee.
3. If a permanent vacancy occurs in a classified position, and there is no eligible list:
  - a. The position may be left open; or
  - b. The position may be filled permanently by transfer or re-employment; or
  - c. The position may be filled by provisional appointment, not to exceed 120 days. If no eligible list is posted before the 120-day period expires, additional provisional appointment(s) of different individual(s) may be made; or
  - d. The position may be filled by assignment of a current City employee on an “acting” basis, in accordance with relevant Memorandum of Understanding and administrative policy, pending completion of the recruitment process; or
  - e. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days, pending completion of the recruitment process.
4. If a permanent vacancy occurs in a classified position, and an eligible list exists:
  - a. The position may be left open; or
  - b. The position may be filled permanently by transfer, re-employment or appointment from an eligible list.
  - c. If an active reinstatement list of laid off employees exists at the time of filling the vacancy this list must take priority over all other lists.
5. If a temporary vacancy occurs in a classified position, and there is no eligible list:



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- a. The position may be left open for the duration of the vacancy; or
  - b. The duties of the position may be temporarily reallocated among existing positions; or
  - c. The position may be filled by provisional appointment, not to exceed 120 days. If no eligible list is posted before the 120 day period expires, additional provisional appointment(s) of different individual(s) may be made; or
  - d. The position may be filled by assignment of a current City employee on an “acting” basis, depending on the length of the vacancy and in accordance with relevant Memorandum of Understanding provisions and administrative policy; or
  - e. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
6. If a temporary vacancy occurs in a classified position and an eligible list exists:
- a. The position may be left open for the duration of the vacancy; or
  - b. The duties of the position may be reallocated temporarily among existing positions; or
  - c. The position may be filled by limited duration appointment from an eligible list; or
  - d. In the event that no person on the eligible list is willing to accept a limited duration appointment: (i) the position may be filled by provisional appointment not to exceed 120 days. Additional provisional appointment(s) of different individual(s) may be required if the temporary vacancy exceeds 120 days; or (ii) the position may be filled by assignment of a current City employee on an “acting” basis in accordance with relevant Memorandum of Understanding provisions and administrative policy; or (iii) the position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
7. If an absence occurs in a classified position and there is no eligible list for that classification:
- a. The position may be left open for the duration of the vacancy; or
  - b. The duties of the position may be temporarily reallocated among existing positions; or
  - c. The position may be filled by assignment of a current City employee on an “acting” basis, depending on the length of the absence and in accordance with relevant Memorandum of Understanding provisions and administrative policy; or
  - d. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
8. If an absence occurs in a classified position and an eligible list exists:
- a. The position may be left open for the duration of the absence; or
  - b. The duties of the position may be reallocated among existing positions; or

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- c. The position may be filled by limited duration appointment from the eligible list.
- d. In the event that a limited duration appointment is not practical due to the brief nature of the absence or because no person on the list is willing to accept a limited duration assignment, the position may be filled by: (i) assignment of a current City employee to the position on an “acting” basis, in accordance with relevant Memorandum of Understanding provisions and administrative policy; or (ii) the position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.

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## APPENDIX B – COMMON CLASSES

Classifications in the classified service with positions at the City and the Port with the same class titles and class codes that were changed or modified after 1978, not following the prescribed prevailing Civil Service Rules at the time of the changes or modifications, shall be submitted to the Civil Service Board as soon after collective bargaining 2011 concludes, but no later than 90 days after collective bargaining is concluded.

As of the date of this addendum, the following classifications have been deemed as common classifications until the Port and City comply with the procedures ascribed above.

<u>PORT</u>	<u>CITY</u>
1. Account Clerk	Account Clerk II
2. Senior Account Clerk	Account Clerk III
3. Office Specialist I	Office Assistant II
4. Office Specialist II	Administrative Assistant I
5. Administrative Specialist	Administrative Assistant II
6. Carpenter	Carpenter
7. Gardener I	Gardener I
8. Gardener II	Gardener II
9. Gardener III	Gardener Crew Leader
10. Painter	Painter
11. Plumber	Plumber
12. Semiskilled Laborer	Public Works Maintenance Worker
13. Port Electrician*	Electrician*
14. Custodian	Custodian**

The Port and the City have agreed that the following two classifications are Port-specific due to the following reasons and therefore they are exempt from the above common classifications:

\*The Port Electrician – due to the “high voltage” experience required by the Port.

\*\*Custodian – due to FAA security requirements. Port custodians must be able to pass a Criminal History Records Check (CHRC), a ten-year background check, and be fingerprinted for FBI clearance in order to work in the Security Identification Display Area (SIDA) at the Oakland International Airport. Additionally, the Port and City have agreed that due to recruitment requirements, both the City and the Port agreed to conduct separate examinations to accommodate internal candidates (Port relief/990 custodians and City part-time custodians).

[Amended CSB June 9, 2011 to add classification of Gardener I]

**Police Commission Personnel Committee  
Pending Agenda Matters List**

Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s)
Hire Inspector General (IG)	2/4/2019	Hire IG once the job is officially posted	Request a copy of the job description prior to submission to Civil Service Board. HR staff is completing a compensation study for the position. Since this position is new to the City's Salary Ordinance, this step is required so the IG can be properly funded. Concurrently, HR staff has been conforming the IG job description approved by the Police Commission to fit a class specification for the position. HR staff anticipates this work to be completed in the coming weeks. The next two immediate steps are: 1) The Civil Service Board will need to approve the class specification, which staff anticipates will happen in February; and 2) The salary ordinance will then need to be approved by the City Council. The IG position will become open after these two steps are completed.	High			
CPRA Staffing	2/13/2020		CPRA ED would like the Committee to discuss staffing at CPRA. This is part of the budget process for 2020-2021.	High			
Performance Reviews of CPRA Director and OPD Chief	2/4/2019	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		

Police Commission Personnel Committee  
Pending Agenda Matters List

Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s)
Interim Inspector General/Contractor	2/4/2019	Committee to seek input from Executive Director	Hire as a contract position; pull from job description and determine length of contract; examine IG salary to create a rate; background checks and other kinds of secure access needed; consider task that require minimal access to confidential info; determine top 2-3 projects; consider short term (audits of discipline); ask Coalition to draft a project based job description; ask CAO to create a 6 month interim position; investigate how CPRA can assist	Medium			
Policy Analyst position	2/4/2019		Determine specific projects the CPRA Policy Analyst is working on and investigate re-writing job description	Medium			
Review Urban Strategies' community survey and consider producing a comprehensive one	2/4/2019			Medium			Jackson
Creation of Form Regarding Inspector General's Job Performance	2/4/2019	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			