



OAKLAND POLICE COMMISSION

SPECIAL MEETING AGENDA

January 27, 2022

5:30 PM

The purpose of the Oakland Police Commission is to oversee the Oakland Police Department to ensure its policies, practices, and customs conform to national standards of constitutional policing, and to oversee the Community Police Review Agency (CPRA) which investigates police misconduct and recommends discipline.

Pursuant to California Government Code Section 54953(e), members of the Police Commission, as well as the Commission's Counsel and Community Police Review Agency staff, will participate via phone/video conference, and no physical teleconference locations are required.



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PUBLIC PARTICIPATION

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

OBSERVE:

- To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10
- To observe the meeting by video conference, please click on this link: <https://us02web.zoom.us/j/87385743456> at the noticed meeting time. Instructions on how to join a meeting by video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193>, which is a webpage entitled “Joining a Meeting”
- To listen to the meeting by phone, please call the numbers below at the noticed meeting time: Dial (for higher quality, dial a number based on your current location):

+1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592
Webinar ID: 873 8574 3456

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

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

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

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



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I. Call to Order, Welcome, Roll Call and Determination of Quorum

Chair Regina Jackson

Roll Call: Chair Regina Jackson; Vice Chair Tyfahra Milele; Commissioner Henry Gage, III; Commissioner Brenda Harbin-Forte; Commissioner Rudolph Howell; Commissioner David Jordan; Commissioner Marsha Peterson; Alternate Commissioner Jesse Hsieh

II. Adoption of Renewal Resolution Electing to Continue Conducting Meetings Using Teleconferencing in Accordance with California Government Code Section 54953(E), a Provision of AB-361. The Commission will re-adopt findings to permit it to continue meeting via teleconference under the newly amended provisions of the Brown Act. ***This is a recurring item (Attachment 2).***

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

III. Closed Session item

The Police Commission will take Public Comment on the Closed Session items.

THE OAKLAND POLICE COMMISSION WILL ADJOURN TO CLOSED SESSION AND WILL REPORT ON ANY FINAL DECISIONS DURING THE POLICE COMMISSION'S OPEN SESSION MEETING AGENDA.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))
Title: Director, Community Police Review Agency

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of Case: *Kirkpatrick v. City of Oakland, California*, 3:2020-cv-05843.

IV. Call to Order and Re-Determination of Quorum

Chair Regina Jackson

Roll Call: Chair Regina Jackson; Vice Chair Tyfahra Milele; Commissioner Henry Gage, III; Commissioner Brenda Harbin-Forte; Commissioner Rudolph Howell; Commissioner David Jordan; Commissioner Marsha Peterson; Alternate Commissioner Jesse Hsieh

V. Open Forum Part 1 (2 minutes per speaker, 15 minutes total)

After ascertaining how many members of the public wish to speak, Chair Regina Jackson will invite the public to speak on any items not on the agenda but may be of interest to the public, and that are within the subject matter jurisdiction of the Commission. Comments on specific agenda items will not be heard during Open Forum but must be reserved until the agenda item is called. The Chair has the right to reduce speaking time to 1 minute if the number of speakers would cause this Open Forum to extend beyond 15 minutes. Any speakers not able to address the Commission during this Open Forum will be given priority to speak during Open Forum Part 2, at the end of the agenda.

VI. Update from Police Chief

OPD Chief Armstrong will provide an update on the Department. Topics discussed in the update may include crime statistics; an update on the Negotiated Settlement Agreement and the latest report; a preview of topics which may be placed on a future agenda; responses to community member questions sent in advance to the Police Commission Chair; and specific topics requested in advance by Commissioners. ***This is a recurring item.*** (Attachment 6).

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

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

To the extent permitted by state and local law, Executive Director John Alden will report on the Agency's pending cases, completed investigations, staffing, and recent activities. ***This is a recurring item.*** (Attachment 7).

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

VIII. Approval of Formal Request for Commissioner Access to CPRA and OPD Investigation Materials, per Charter Section 604(f)(2). *This item is a new item.* (Attachment 8).

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

IX. Issue RFP to Hire Consultant to Plan Transition of Resources from IAD to CPRA

The Commission will vote to issue a Request for Proposals for a consultant to carry out the CPRA's execution of the City Council's direction that the Commission retain a consultant regarding the transition of resources from IAD to CPRA. ***This item is a continuation from a discussion at the 09.16.21 and 12.9.21 meetings.*** (Attachment 9)

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

X. Committee Reports

Representatives from Standing and Ad Hoc Committees will provide updates on their work. ***This is a recurring item.*** ([Attachment 10](#)).

**CPRA Director Performance Eval Ad Hoc
(Commissioners Jackson, Milele)**

The purpose of this Ad Hoc Committee is to provide a transparent performance review of the CPRA Executive Director. The Committee will craft constructive critiques as well as performance expectations for the coming year.

**Rules of Procedure Ad Hoc
(Commissioners Gage, Harbin-Forte)**

The Rules of Procedure Ad Hoc Committee has been formed to examine the organization and operation of the Commission, make recommendations designed to strengthen the Commission, improve the Commission's relationships with governmental partners, and better enable the Commission to fulfill its Charter-mandated oversight duties.

**Social Media Policy Ad Hoc
(Commissioners Jackson, Milele, Hsieh)**

The objective of this Ad Hoc is to review the protocols and policies related to the Department's use of social media platforms and personal messaging, on- and off-duty. This Ad Hoc will propose a new social media policy for implementation by the Oakland Police Department.

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

XI. Open Forum Part 2 (2 minutes per speaker)

Chair Regina Jackson will invite public speakers to speak on items that were not on the agenda, and that are within the subject matter jurisdiction of the Commission, with priority given to speakers who were unable to address the Commission during Open Forum at the beginning of the meeting. Speakers who made comments during Open Forum Part 1 will not be permitted to make comments during this Open Forum. Comments previously made during public comment on agenda items may not be repeated during this Open Forum. The Chair has the right to reduce speaking time to 1 minute for reasons the Chair will state on the record. ***This is a recurring item.***

XII. Agenda Setting and Prioritization of Upcoming Agenda Items

The Commission will engage in a working session to discuss and determine agenda items for the upcoming Commission meeting and to agree on a list of agenda items to be discussed on future agendas. ***This is a recurring item.*** ([Attachment 12](#)).

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

XIII. Adjournment

NOTICE: In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the videoconference meeting, to access written documents being discussed at the Discipline Committee meeting, or to otherwise participate at Commission meetings, please contact the Police Commission's Chief of Staff, Rania Adwan, at radwan@oaklandca.gov for assistance. Notification at least 48 hours before the meeting will enable the Police Commission to make reasonable arrangements to ensure accessibility to the meeting and to provide any required accommodations, auxiliary aids or services.

OAKLAND POLICE COMMISSION

RESOLUTION NO. 21-08

ADOPT A RESOLUTION DETERMINING THAT CONDUCTING IN-PERSON MEETINGS OF THE OAKLAND POLICE COMMISSION AND ITS COMMITTEES WOULD PRESENT IMMINENT RISKS TO ATTENDEES' HEALTH, AND ELECTING TO CONTINUE CONDUCTING MEETINGS USING TELECONFERENCING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953(e), A PROVISION OF AB-361.

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency related to COVID-19, pursuant to Government Code Section 8625, and such declaration has not been lifted or rescinded. *See* <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>; and

WHEREAS, on March 9, 2020, the City Administrator in their capacity as the Director of the Emergency Operations Center (EOC), issued a proclamation of local emergency due to the spread of COVID-19 in Oakland, and on March 12, 2020, the City Council passed Resolution No. 88075 C.M.S. ratifying the proclamation of local emergency pursuant to Oakland Municipal Code (O.M.C.) section 8.50.050(C); and

WHEREAS, City Council Resolution No. 88075 remains in full force and effect to date; and

WHEREAS, the Centers for Disease Control (CDC) recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated or who are at higher risk of getting very sick from COVID-19. *See* <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; and

WHEREAS, the CDC recommends that people who live with unvaccinated people avoid activities that make physical distancing hard. *See* <https://www.cdc.gov/coronavirus/2019-ncov/your-health/about-covid-19/caring-for-children/families.html>; and

WHEREAS, the CDC recommends that older adults limit in-person interactions as much as possible, particularly when indoors. *See* <https://www.cdc.gov/aging/covid19/covid19-older-adults.html>; and

WHEREAS, the CDC, the California Department of Public Health, and the Alameda County Public Health Department all recommend that people experiencing COVID-19

symptoms stay home. See <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>; and

WHEREAS, persons without symptoms may be able to spread the COVID-19 virus. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; and

WHEREAS, fully vaccinated persons who become infected with the COVID-19 Delta variant can spread the virus to others. See <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html>; and

WHEREAS, the City's public-meeting facilities are indoor facilities that do not ensure circulation of fresh / outdoor air, particularly during periods of cold and/or rainy weather, and were not designed to ensure that attendees can remain six (6) feet apart; and

WHEREAS, holding in-person meetings would encourage community members to come to City facilities to participate in local government, and some of them would be at high risk of getting very sick from COVID-19 and/or would live with someone who is at high risk; and

WHEREAS, in-person meetings would tempt community members who are experiencing COVID-19 symptoms to leave their homes in order to come to City facilities and participate in local government; and

WHEREAS, attendees would use ride-share services and/or public transit to travel to in-person meetings, thereby putting them in close and prolonged contact with additional people outside of their households; and

WHEREAS, on October 14, 2021 the Oakland Police Commission adopted a resolution determining that conducting in-person meetings would present imminent risks to attendees' health, and electing to continue conducting meetings using teleconferencing in accordance with California Government Code Section 54953(e), a provision of AB-361; now therefore be it:

RESOLVED: that the Oakland Police Commission finds and determines that the foregoing recitals are true and correct and hereby adopts and incorporates them into this resolution; and be it

FURTHER RESOLVED: that, based on these determinations and consistent with federal, state and local health guidance, the Oakland Police Commission renews its determination that conducting in-person meetings would pose imminent risks to the health of attendees; and be it

FURTHER RESOLVED: that the Oakland Police Commission firmly believes that the community's health and safety and the community's right to participate in local government, are both critically important, and is committed to balancing the two by continuing to use teleconferencing to conduct public meetings, in accordance with California Government Code Section 54953(e), a provision of AB-361; and be it

FURTHER RESOLVED: that the Oakland Police Commission will renew these (or similar) findings at least every thirty (30) days in accordance with California Government Code section 54953(e) until the state of emergency related to COVID-19 has been lifted, or the Oakland Police Commission finds that in-person meetings no longer pose imminent risks to the health of attendees, whichever occurs first.

ON JANUARY 27, 2022, AT A MEETING OF THE OAKLAND POLICE COMMISSION IN OAKLAND, CALIFORNIA

PASSED BY THE FOLLOWING VOTE:

AYES –

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____
 RANIA ADWAN
 Chief of Staff
 Oakland Police Commission
 City of Oakland, California



Weekly Crime Report — Citywide

10 Jan., 2022 – 16 Jan., 2022

Part 1 Crimes <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2020	YTD 2021	YTD 2022	YTD % Change 2021 vs. 2022	3-Year YTD Average	YTD 2022 vs. 3-Year YTD Average
Violent Crime Index (homicide, aggravated assault, rape, robbery)	130	287	320	280	-13%	296	-5%
Homicide – 187(a)PC	1	1	5	4	-20%	3	20%
Homicide – All Other *		-	1	1	0%	1	50%
Aggravated Assault	55	135	139	137	-1%	137	0%
Assault with a firearm – 245(a)(2)PC	11	17	22	21	-5%	20	5%
Subtotal - Homicides + Firearm Assault	12	18	28	26	-7%	24	8%
Shooting occupied home or vehicle – 246PC	8	23	31	19	-39%	24	-22%
Shooting unoccupied home or vehicle – 247(b)PC	1	9	14	12	-14%	12	3%
Non-firearm aggravated assaults	35	86	72	85	18%	81	5%
Rape	-	11	11	5	-55%	9	-44%
Robbery	74	140	165	134	-19%	146	-8%
Firearm	47	45	69	84	22%	66	27%
Knife	-	8	15	2	-87%	8	-76%
Strong-arm	11	60	51	21	-59%	44	-52%
Other dangerous weapon	1	9	6	1	-83%	5	-81%
Residential robbery – 212.5(a)PC	1	9	7	2	-71%	6	-67%
Carjacking – 215(a) PC	14	9	17	24	41%	17	44%
Burglary	26	706	290	101	-65%	366	-72%
Auto	9	592	224	53	-76%	290	-82%
Residential	6	64	41	16	-61%	40	-60%
Commercial	3	40	14	11	-21%	22	-49%
Other (Includes boats, aircraft, and so on)	-	10	7	3	-57%	7	-55%
Unknown	8	-	4	18	350%	7	145%
Motor Vehicle Theft	138	355	352	325	-8%	344	-6%
Larceny	42	377	254	95	-63%	242	-61%
Arson	3	4	10	6	-40%	7	-10%
Total	339	1,729	1,227	808	-34%	1,255	-36%

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

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

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



Weekly Gunfire Summary

10 Jan., 2022 – 16 Jan., 2022

Citywide <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2020	YTD 2021	YTD 2022	YTD % Change 2021 vs. 2022	3-Year YTD Average	YTD 2022 vs. 3-Year YTD Average
Homicide – 187(a)PC	1	3	5	4	-20%	4	0%
Homicide – All Other *	-	-	1	1	0%	1	50%
Assault with a firearm – 245(a)(2)PC	11	17	22	21	-5%	20	5%
Subtotal - 187 + 245(a)(2)	12	20	28	26	-7%	25	5%
Shooting occupied home or vehicle – 246PC	8	23	31	19	-39%	24	-22%
Shooting unoccupied home or vehicle – 247(b)PC	1	9	14	12	-14%	12	3%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	21	52	73	57	-22%	61	-6%
Negligent discharge of a firearm – 246.3PC	22	22	86	82	-5%	63	29%
Grand Total	43	74	159	139	-13%	124	12%

Area 1 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2020	YTD 2021	YTD 2022	YTD % Change 2021 vs. 2022	3-Year YTD Average	YTD 2022 vs. 3-Year YTD Average
Homicide – 187(a)PC	1	1	1	2	100%	1	50%
Homicide – All Other *	-	-	-	1	PNC	0	200%
Assault with a firearm – 245(a)(2)PC	2	5	3	4	33%	4	0%
Subtotal - 187 + 245(a)(2)	3	6	4	7	75%	6	24%
Shooting occupied home or vehicle – 246PC	2	5	5	3	-40%	4	-31%
Shooting unoccupied home or vehicle – 247(b)PC	-	2	2	2	0%	2	0%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	5	13	11	12	9%	12	0%
Negligent discharge of a firearm – 246.3PC	-	4	4	5	25%	4	15%
Grand Total	5	17	15	17	13%	16	4%

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Weekly Gunfire Summary

10 Jan., 2022 – 16 Jan., 2022

Area 2 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2020	YTD 2021	YTD 2022	YTD % Change 2021 vs. 2022	3-Year YTD Average	YTD 2022 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	-	1	-	-100%	0	PNC
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Assault with a firearm – 245(a)(2)PC	1	1	1	3	200%	2	80%
Subtotal - 187 + 245(a)(2)	1	1	2	3	50%	2	50%
Shooting occupied home or vehicle – 246PC	1	3	-	1	PNC	1	-25%
Shooting unoccupied home or vehicle – 247(b)PC	-	-	-	-	PNC	-	PNC
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	2	4	2	4	100%	3	20%
Negligent discharge of a firearm – 246.3PC	2	1	3	4	33%	3	50%
Grand Total	4	5	5	8	60%	6	33%

Area 3 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2020	YTD 2021	YTD 2022	YTD % Change 2021 vs. 2022	3-Year YTD Average	YTD 2022 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	-	1	1	0%	1	50%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Assault with a firearm – 245(a)(2)PC	3	4	5	4	-20%	4	-8%
Subtotal - 187 + 245(a)(2)	3	4	6	5	-17%	5	0%
Shooting occupied home or vehicle – 246PC	2	2	8	6	-25%	5	13%
Shooting unoccupied home or vehicle – 247(b)PC	-	2	1	1	0%	1	-25%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	5	8	15	12	-20%	12	3%
Negligent discharge of a firearm – 246.3PC	5	4	11	15	36%	10	50%
Grand Total	10	12	26	27	4%	22	25%

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Weekly Gunfire Summary

10 Jan., 2022 – 16 Jan., 2022

Area 4 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2020	YTD 2021	YTD 2022	YTD % Change 2021 vs. 2022	3-Year YTD Average	YTD 2022 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	1	1	1	0%	1	0%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Assault with a firearm – 245(a)(2)PC	2	1	2	2	0%	2	20%
Subtotal - 187 + 245(a)(2)	2	2	3	3	0%	3	13%
Shooting occupied home or vehicle – 246PC	2	3	4	4	0%	4	9%
Shooting unoccupied home or vehicle – 247(b)PC	-	3	3	4	33%	3	20%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	4	8	10	11	10%	10	14%
Negligent discharge of a firearm – 246.3PC	4	4	22	22	0%	16	38%
Grand Total	8	12	32	33	3%	26	29%

Area 5 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2020	YTD 2021	YTD 2022	YTD % Change 2021 vs. 2022	3-Year YTD Average	YTD 2022 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	1	1	-	-100%	1	PNC
Homicide – All Other *	-	-	1	-	-100%	0	PNC
Assault with a firearm – 245(a)(2)PC	3	4	11	8	-27%	8	4%
Subtotal - 187 + 245(a)(2)	3	5	13	8	-38%	9	-8%
Shooting occupied home or vehicle – 246PC	1	10	14	5	-64%	10	-48%
Shooting unoccupied home or vehicle – 247(b)PC	1	1	8	5	-38%	5	7%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	5	16	35	18	-49%	23	-22%
Negligent discharge of a firearm – 246.3PC	11	9	44	36	-18%	30	21%
Grand Total	16	25	79	54	-32%	53	3%

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2022 Year-to-Date Recovered Guns

Recoveries through 16 Jan., 2022

Grand Total	69
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Crime Recoveries	
Felony	39
Felony - Violent	14
Homicide	1
Infraction	0
Misdemeanor	0
Total	54

Crime Gun Types	Felony	Felony - Violent	Homicide	Infraction	Misdemeanor	Total
Machine Gun						0
Other						0
Pistol	31	6	1			38
Revolver						0
Rifle	7	5				12
Sawed Off						0
Shotgun		3				3
Sub-Machinegun						0
Unknown/Unstated	1					1
Total	39	14	1	0	0	54

Non-Criminal Recoveries	
Death Investigation	0
Found Property	11
SafeKeeping	4
Total	15

Non-Criminal Gun Types	Death Investigation	Found Property	SafeKeeping	Total
Machine Gun				0
Other				0
Pistol		3	3	6
Revolver		4		4
Rifle		1	1	2
Sawed Off				0
Shotgun		2		2
Sub-Machinegun				0
Unknown/Unstated		1		1
Total	0	11	4	15



OAKLAND POLICE DEPARTMENT

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

CRIME ANALYSIS

Week: 10 Jan. to 16 Jan., 2022

Weekly Total 37

Crime Recoveries	This Week	Last Week	+/- Change	% Change
Felony	25	10	15	150%
Felony - Violent	4	3	1	33%
Homicide	1	0	1	PNC
Infraction	0	0	0	PNC
Misdemeanor	0	0	0	PNC
Total	30	13	17	131%

Other Recoveries	This Week	Last Week	+/- Change	% Change
Death Investigation	0	0	0	PNC
Found Property	6	4	2	50%
Safekeeping	1	3	-2	-67%
Total	7	7	0	0%

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



2022 vs. 2021 — Year-to-Date Recovered Guns

Recoveries through 16 Jan.

Gun Recoveries	2021	2022	Difference	YTD % Change 2021 vs. 2022
Grand Total	41	69	28	68%

Crime Recoveries	2021	2022	Difference	YTD % Change 2021 vs. 2022
Felony	31	39	8	26%
Felony - Violent	8	14	6	75%
Homicide	0	1	1	PNC
Infraction	0	0	0	PNC
Misdemeanor	0	0	0	PNC
Total	39	54	15	38%

Non-Criminal Recoveries	2021	2022	Difference	YTD % Change 2021 vs. 2022
Death Investigation	0	0	0	PNC
Found Property	2	11	9	450%
SafeKeeping	0	4	4	PNC
Total	2	15	13	650%

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



For Immediate Release January 13, 2022

OPD NEWS:

ANOTHER ILLEGAL CASINO BUSTED BY OPD



The Oakland Police Department (OPD) is investigating an illegal casino operation in the 2300 block of East 16th Street. On January 12, 2022, Community Resource Officers (CRO) executed a search warrant at the illegal establishment. Officers recovered 10 firearms, including four assault rifles with extended magazines, five and a half pounds of suspected crystal methamphetamine worth a street value of \$70,000, and 15 and a half pounds of marijuana. Officers also seized more than \$7,000 in cash, as well as 12 illegal casino gaming machines.

Two individuals were arrested and transported to Santa Rita Jail for outstanding warrants. This is part of an ongoing investigation. Anyone with information about this case can contact (510) 238-3728.

OPD would like to thank our community members who continue to report this illegal activity.

Previous reported illegal casino busts.

<https://www.oaklandca.gov/news/2021/complaints-from-the-community-leads-to-illegal-casino-bust>

<https://www.oaklandca.gov/news/2021/opd-recovers-flame-thrower-drugs-and-cash-during-an-illegal-casino-bust>



For Immediate Release January 11, 2022

OPD NEWS:

SAFELY LOCATED

Thank you to our community and media partners, Yim Leung is no longer a Missing Person. She has been safely located.

Background:

Missing Person Yim Leung: At Risk Due to Age



The Oakland Police Department is requesting assistance from our community and media partners in locating Missing Person Yim Leung who is **at risk due to age**.

Leung was last seen today at 10:00 AM, in the 3100 block of Minna Avenue. Leung's family says she was on her way to church but never arrived.

Leung is described as a 90-year-old, Asian female. She stands 4'9", 70 pounds, with white hair and brown eyes. Her family reports she is in good mental and physical condition.

If you have any knowledge or information regarding the whereabouts of Leung, please notify the **Oakland Police Department's Missing Persons Unit at 510-238-3641**.

Visit Nixle.com to receive Oakland Police Department alerts, advisories, and community messages, or follow OPD on Twitter, Facebook, Instagram @oaklandpoliceca.



For Immediate Release January 17, 2022
OPD NEWS:

SAFELY LOCATED

Thank you to our community and media partners, Jabari Anderson is no longer a Missing Person. He has been safely located.

Background:

Missing Person Jabari Anderson: At Risk Due to Mental Health Challenges



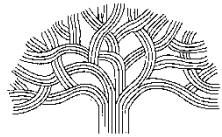
The Oakland Police Department is requesting assistance from our community and media partners in locating Missing Person, Jabari Anderson, who is at risk due to mental health challenges.

Anderson is an Oakland resident. His family reports he was last seen on December 22, 2021, in the 3600 block of Park Ridge Drive, in Richmond, CA (clothing description is unknown).

Anderson is described as a 46-year-old, Black male, who stands 5'9", weighs 170 pounds, and is bald with brown eyes. Anderson's family reports he has mental health challenges.

If you have any knowledge or information regarding the whereabouts of Anderson, please notify the Oakland Police Department's Missing Persons Unit at 510-238-3641.

Visit [Nixle.com](https://www.nixle.com) to receive Oakland Police Department alerts, advisories, and community messages, or follow OPD on Twitter, Facebook, Instagram @oaklandpoliceca.



CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Page 1 of 13
 (Total Completed = 16)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
AN	20-0438	4/16/20	12/10/21	12/9/22	Subject Officer 1	Performance of Duty – General	<i>Sustained</i>
						Use of Force – Level 4	<i>Exonerated</i>
					Subject Officer 2	Performance of Duty – General	<i>Sustained</i>
						Use of Force – Level 4	<i>Exonerated</i>
					Subject Officer 3	Performance of Duty – General	<i>Sustained</i>
						Use of Force – Level 4	<i>Exonerated</i>
					Subject Officer 4	Performance of Duty – General	<i>Sustained</i>
						Use of Force – Level 4	<i>Exonerated</i>
					Subject Officer 5	Performance of Duty – General	<i>Exonerated</i>
						Use of Force – Level 1	<i>Exonerated</i>
					Subject Officer 6	Performance of Duty – General	<i>Exonerated</i>
						Use of Force – Level 1	<i>Exonerated</i>

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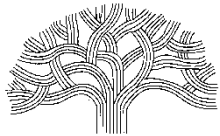
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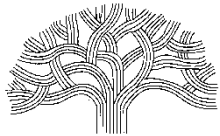


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Table with 8 columns: Assigned Inv., Case #, Incident Date, Completion Date, 1-year goal, Officer, Allegation, Finding. Contains 11 rows of investigation data with findings like 'Exonerated'.

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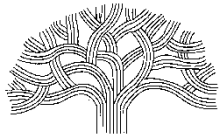


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
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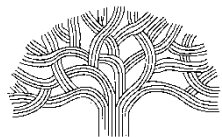


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
					Subject Officer 20	Use of Force – Level 4	<i>Exonerated</i>
					Subject Officer 21	Use of Force – Level 4	<i>Exonerated</i>
					Subject Officer 22	Use of Force – Level 4	<i>Exonerated</i>
AL	21-0070	1/1/21	12/28/21	1/18/22	Subject Officer 1	Conduct Toward Others – Demeanor	<i>Sustained</i>
						Use of Force – Level 3	<i>Exonerated</i>
						Use of Force – Level 4	<i>Exonerated</i>
						Use of Force – Level	<i>Exonerated</i>
						Use of Force – Level 4	<i>Unfounded</i>
MM	21-0202	1/9/21	12/31/21	1/28/22	Subject Officer 1	Performance of Duty – General	<i>Sustained</i>

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CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Page 5 of 13
 (Total Completed = 16)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
					Subject Officer 2	Performance of Duty – General	<i>Exonerated</i>
					Subject Officer 3	Performance of Duty – General	<i>Exonerated</i>
					Subject Officer 4	Performance of Duty – General	<i>Exonerated</i>
					Subject Officer 5	Performance of Duty – General	<i>Exonerated</i>
					Subject Officer 6	Supervisors – Authority and Responsibilities	<i>Exonerated</i>
MB	21-0932	3/1/21	12/30/21	8/13/22	Subject Officer 1	Performance of Duty – General	<i>Not Sustained</i>
					Subject Officer 2	Conduct Toward Others – Demeanor	<i>Not Sustained</i>
						Performance of Duty – General	<i>Not Sustained</i>
AL	21-0719	6/23/21	12/13/21	6/22/22	Subject Officer 1	Custody of Prisoners	<i>Exonerated</i>

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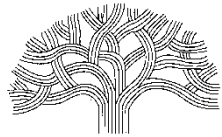
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CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Page 6 of 13
 (Total Completed = 16)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
					Subject Officer 2	Custody of Prisoners	<i>Exonerated</i>
JS	21-0761	7/3/21	12/1/21	7/2/22	Subject Officer 1	Use of Force – Level 3	<i>Exonerated</i>
						Use of Force – Level 3	<i>Exonerated</i>
MB	21-0874	7/28/21	12/8/21	7/26/22	Unknown Officer	Performance of Duty – General	<i>Not Sustained</i>
						Use of Force	<i>Not Sustained</i>
						No Duty/No MOR Violation	<i>No Jurisdiction</i>
						No Duty/No MOR Violation	<i>No Jurisdiction</i>
MB	21-0790	7/9/21	12/30/21	7/8/22	Subject Officer 1	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
					Subject Officer 2	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>

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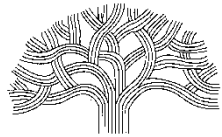
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CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
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Page 7 of 13
 (Total Completed = 16)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
MB	21-0891	8/3/21	12/22/21	8/3/22	Unknown Officer	Service Complaint	<i>No Jurisdiction</i>
						No Duty/No MOR Violation	<i>No Jurisdiction</i>
						No Duty/No MOR Violation	<i>No Jurisdiction</i>
						No Duty/No MOR Violation	<i>No Jurisdiction</i>
MB	21-0889	8/3/21	12/30/21	8/2/22	Subject Officer 1	Use of Force	<i>Unfounded</i>
						Use of Force	<i>Exonerated</i>
					Subject Officer 2	Use of Force	<i>Unfounded</i>
						Use of Force	<i>Exonerated</i>
					Subject Officer 3	Use of Force	<i>Unfounded</i>

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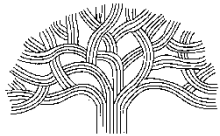
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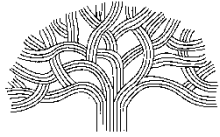


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Table with 8 columns: Assigned Inv., Case #, Incident Date, Completion Date, 1-year goal, Officer, Allegation, Finding. Rows include 'Use of Force' allegations with findings like 'Exonerated' and 'Unfounded'.

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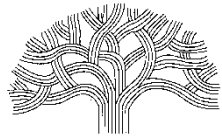


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
						Use of Force	<i>Exonerated</i>
FC	21-0885	8/3/21	12/16/21	8/2/22	Unknown Officer	Conduct Toward Others – Demeanor	<i>No Jurisdiction</i>
MB	21-1119	8/30/21	12/16/21	9/21/22	Unknown Officer	Service Complaint	<i>Service related</i>
						No Duty/No MOR Violation	<i>No MOR Violation</i>
						No Duty/No MOR Violation	<i>No MOR Violation</i>
FC	21-1060	9/7/21	12/16/21	9/6/22	Subject Officer 1	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>
						Performance of Duty – General	<i>Unfounded</i>
						Use of Force	<i>Unfounded</i>
FC	21-1072	9/11/21	12/16/21	9/10/22	Subject Officer 1	Performance of Duty – Intentional/ Improper Search Seizure or Arrest	<i>Exonerated</i>

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CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Page 10 of 13
 (Total Completed = 16)

Assigned Inv.	Case #	Incident Date	Completion Date	1-year goal	Officer	Allegation	Finding
						Use of Force	<i>Exonerated</i>
MB	21-1148	9/24/21	12/31/21	9/23/22	Unknown Officer	No Duty/No MOR Violation	<i>No Finding</i>
						Use of Force	<i>Unfounded</i>
					Subject Officer 1	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>
						Performance of Duty – PDRD	<i>Unfounded</i>
					Subject Officer 2	Performance of Duty – Unintentional/ Improper Search Seizure or Arrest	<i>Unfounded</i>
						Performance of Duty – General	<i>Unfounded</i>
						Performance of Duty – PDRD	<i>Not Sustained</i>

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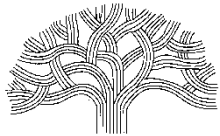
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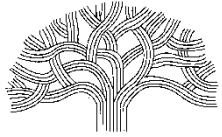


CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
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Table with 8 columns: Assigned Inv., Case #, Incident Date, Completion Date, 1-year goal, Officer, Allegation, Finding. Contains 5 rows of data, including entries for MB 21-1164 with findings of 'Unfounded'.

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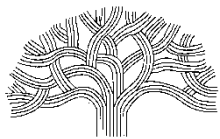
CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

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

1. The CPRA recommended that OPD incorporate supervisor-level notifications and approvals in the first 24 hours of a missing-persons report to review the “at risk” assessment of the person reported missing and to combat any failure by the reporting or intake officer to perform duties required by law and policy. In addition, the Department and Missing Persons Unit leadership should structure the day-to-day operations of the Unit so that additional safeguards are in place and important or at-risk cases get prompt attention from investigative staff.
2. The CPRA recommended that OPD explore the feasibility of having a member on staff dedicated to communicating with family members of missing persons and others who might have information about the missing persons case. This would facilitate communication and bolster the public’s trust and confidence in OPD as it relates to missing persons investigations. It is also recommended that this concern is taken into consideration when OPD revises its social media policy.
3. The CPRA recommended that DGO J-4 be revised to state, “Units transporting prisoners, victims, witnesses, civilians, an officer in the back seat without the ability to exit from *both rear doors* of the vehicle; or units with a civilian ride-along are prohibited from initiating, engaging or joining in a pursuit.” (Emphasis added.)
4. The CPRA recommended that additional policy be drafted to outline the circumstances under which three-officer units may be utilized and approved in general. Due to the obvious safety concerns with an officer being unable to exit from both sides of the vehicle, this policy should prohibit officers from riding in the back seat under any circumstances if only one door can be opened from the inside.

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- Not Mandated:** The allegation was not one that CPRA is mandated to investigate under the Charter, so CPRA did not investigate due to limited resources.
- No Jurisdiction:** The subject of the allegation is not a sworn member of the OPD.
- No MOR Violation:** The alleged conduct does not violate any department rule or policy.
- Service Related:** The allegation pertains to the level of service provided by the Department as opposed to the misconduct of a single sworn officer.
- ICR:** Resolved through the Informal Complaint Resolution process pursuant to DGO M-3.1.



CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Investigations Completed in December 2021
(Allegations in bold were discovered by CPRA investigators)

Page 13 of 13
 (Total Completed = 16)

5. The CPRA recommended that DGO I-15.1 and DGO J-4 be revised to require that all involved *and* all trailing units in a pursuit have their PDRDs activated until they are completely disengaged from the incident.
6. The CPRA recommended a policy revision requiring that CID ask involved/witness officers in Level 1 use of force incidents whether they had or witnessed a use of force, whom they advised of that use of force, and whether their PDRD was activated. Capturing this administrative information during the early CID interviews would be tremendously helpful to the IAD/CPRA investigation. Note that a written report would still not be required.

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

1. The CPRA recommended that the department retrain all officers and supervisors regarding their responsibilities during Level 1 incidents as outlined by DGO K-4. In particular, retraining should address the DGO's prohibition on discussions of the incident with others, the requirement that officers limit discussion to information required for enumerated reasons, and the requirement that supervisors separate involved personnel and witnesses, prohibit discussion between them, and ensure that officers limit their discussion as required in the DGO.

Definitions:

Sustained: The act(s) alleged by the complainant occurred and constituted misconduct.

Exonerated: The act(s) alleged by the complainant occurred. However, the act(s) were justified, lawful, or proper.

Unfounded: The act(s) alleged by the complainant did not occur.

Not Sustained: The available evidence can neither prove nor disprove the act(s) alleged by the complainant.

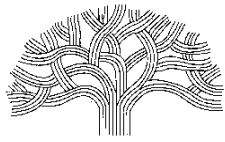
Not Mandated: The allegation was not one that CPRA is mandated to investigate under the Charter, so CPRA did not investigate due to limited resources.

No Jurisdiction: The subject of the allegation is not a sworn member of the OPD.

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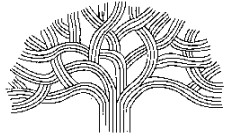
ICR: Resolved through the Informal Complaint Resolution process pursuant to DGO M-3.1.



CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Pending Cases as of December 2021
(Sorted by One-Year Goal)

Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
21-0151	2/6/2021	2/10/2021	2/6/2021	Investigator	JS	8/5/2021	2/5/2022	Use of Force	1	2	2	Use of Force
21-0050	1/9/2021	11/16/2021	2/27/2021	Intake	MB	8/26/2021	2/27/2022	Use of Force, Discrimination	1	3	6	Wrongful arrest, handcuffing, discrimination
21-0252	3/1/2021	3/11/2021	3/5/2021	Investigator	AL	9/7/2021	3/4/2022	Use of Force	1	5	13	Use of Force, Performance of Duty, Demeanor, Refusal to Accept or Refer a Complaint
21-0358	4/2/2021	4/7/2021	4/2/2021	Investigator	AL	10/4/2021	4/1/2022	Use of Force	1	1	2	Use of Force; Performance of Duty
21-0354	4/1/2021	4/7/2021	4/2/2021	Investigator	AN	9/29/2021	4/1/2022	Other	1	2	5	Performance of Duty/ Miranda Violation
21-0366	4/5/2021	4/7/2021	4/5/2021	Investigator	MM	10/4/2021	4/4/2022	Use of Force	1	4	8	Use of Force
20-1578	10/31/2020	5/18/2021	12/17/2020	Investigator	AN	6/15/2021	4/11/2022	Other	1	1	5	General Conduct, Obedience to Laws (Felony + Misdemeanor), Obstructing/Interfering with Investigations, Failure to Report
21-0527	6/20/2017	5/18/2021	4/16/2021	Investigator	JS	10/15/2021	4/15/2022	Other	1	3	17	Search and seizure; discrimination; demeanor; report writing
21-0430	4/20/2021	4/21/2021	4/20/2021	Investigator	JS	10/19/2021	4/19/2022	Use of Force	1	2	5	Performance of Duty, Use of Force; Improper/ Unlawful Search & Seizure
21-0555	11/26/2020	5/19/2021	5/18/2021	Investigator	AN	11/15/2021	5/18/2022	Other	2	8	15	Performance of Duty, Demeanor
21-0621	6/3/2021	6/8/2021	6/3/2021	Investigator	AL	12/5/2021	6/4/2022	Racial Discrimination	1	2	2	Racial Discrimination
21-0652	6/2/2021	6/10/2021	6/10/2021	Investigator	MM	12/7/2021	6/9/2022	Racial Discrimination	1	2	4	Racial Discrimination, Performance of Duty
20-0174	3/1/2019	6/29/2021	2/13/2020	Investigator	AN	12/20/2021	6/20/2022	Other	1	1	8	Obedience to Laws
21-0795	7/10/2021	7/13/2021	7/10/2021	Intake	FC	1/6/2022	7/9/2022	Use of Force	1	3	8	Performance of Duty, Use of Force
21-0803	7/9/2021	7/15/2021	7/13/2021	Investigator	AL	1/17/2022	7/13/2022	Use of Force	1	2	4	Use of Force; Performance of Duty
21-0863	7/2/2021	8/2/2021	7/28/2021	Investigator	JS	1/2/2022	7/27/2022	Use of Force	1	3	4	Use of Force (Taser); false arrest; demeanor
21-0868	7/29/2021	8/9/2021	7/29/2021	Investigator	MM	1/25/2022	7/28/2022	Racial Discrimination	1	1	4	General Conduct, POD - General, Compromising Criminal Cases, Racial Bias
21-0871	7/26/2021	8/4/2021	7/30/2021	Intake	MB	1/31/2022	7/30/2022	Other	2	1	2	Performance of Duty
21-0898	7/30/2021	8/6/2021	8/5/2021	Intake	FC	2/1/2022	8/4/2022	Truthfulness	1	1	1	Truthfulness
21-0961	8/18/2021	8/25/2021	8/18/2021	Intake	FC	2/14/2022	8/17/2022	Use of Force	1	1	4	Discrimination, Performance of Duty, Use of Force
21-0977	8/21/2021	8/25/2021	8/21/2021	Intake	MB	2/21/2022	8/20/2022	Use of Force	1	6	6	Use of force
21-1024	8/31/2021	9/2/2021	9/1/2021	Intake	FC	2/28/2022	8/31/2022	Racial Discrimination	1	1	3	Racial Discrimination, Conduct toward others, Performance of Duty
21-1010	8/31/2021	9/1/2021	8/31/2021	Investigator	JS	2/28/2022	8/31/2022	Use of Force, Discrimination	1	2	2	Use of Force and Racial Discrimination
21-1046	9/5/2021	9/8/2021	9/5/2021	Investigator	AL	3/7/2022	9/4/2022	Use of Force	1	2	2	Use of Force
21-1047	9/3/2021	9/8/2021	9/3/2021	Investigator	AN	3/7/2022	9/4/2022	Use of Force	1	4	6	Use of Force
21-1057	9/8/2021	9/9/2021	9/8/2021	Intake	FC	3/7/2022	9/7/2022	Use of Force	1	2	4	Use of Force, Conduct, No MOR
21-1055	9/7/2021	9/9/2021	9/7/2021	Investigator	JS	3/8/2022	9/7/2022	Racial Discrimination	1	1	2	Racial Discrimination
21-1121	7/12/2018	9/13/2021	9/13/2021	Intake	FC	3/12/2022	9/12/2022	Other	2	4	4	Performance of Duty
21-1089	9/16/2021	9/17/2021	9/16/2021	Investigator	MM	3/16/2022	9/16/2022	Use of Force	1	1	3	Use of Force; Demeanor; failure to report
21-1099	9/19/2021	9/23/2021	9/19/2021	Investigator	AL	3/22/2022	9/20/2022	Racial Discrimination	1	2	3	Racial Discrimination, Demeanor
21-1118	9/21/2021	9/27/2021	9/21/2021	Intake	FC	3/20/2022	9/20/2022	Use of Force	1	2	2	Use of Force
21-1114	9/22/2021	9/22/2021	9/22/2021	Investigator	JS	3/22/2022	9/21/2022	Use of Force	1	4	3	Use of Force
21-1139	9/23/2021	9/23/2021	9/23/2021	Intake	FC	3/22/2022	9/22/2022	Discrimination	1	1	2	Discrimination Race/Gender
21-1123	3/14/2021	9/14/2021	9/23/2021	Intake	MB	3/13/2022	9/23/2022	Use of Force	1	1	2	Use of Force
21-1135	7/20/2014	9/24/2021	9/24/2021	Intake	MB	3/23/2022	9/24/2022	Use of Force	1	1	3	Use of Force
21-1161	9/28/2021	9/29/2021	9/28/2021	Intake	MB	3/28/2022	9/27/2022	Use of Force	1	1	1	Use of Force
21-1168	9/27/2021	9/29/2021	9/29/2021	Intake	FC	3/28/2022	9/28/2022	Use of Force	1	1	2	Performance of Duty, Use of Force
21-1177	10/3/2021	10/8/2021	10/3/2021	Intake	FC	4/1/2022	10/2/2022	Racial Discrimination	1	1	2	Racial Discrimination, Conduct
21-1178	10/2/2021	10/8/2021	10/2/2021	Intake	MB	4/6/2022	10/2/2022	Use of Force, Racial Discrimination	1	1	2	Use of Force; Racial Discrimination
21-1203	9/8/2021	10/7/2021	10/7/2021	Investigator	MM	4/5/2022	10/6/2022	Other	2	1	1	Performance of Duty
21-1206	9/24/2021	10/13/2021	10/8/2021	Intake	MB	4/11/2022	10/8/2022	Use of Force	1	1	8	Use of Force
21-1209	10/10/2021	10/13/2021	10/10/2021	Intake	MB	4/11/2022	10/9/2022	Racial Discrimination	1	1	2	Racial discrimination, Performance of Duty
21-1231	10/13/2021	10/16/2021	10/13/2021	Intake	FC	4/11/2022	10/12/2022	Use of Force	1	1	1	Use of Force
21-1236	9/17/2021	10/13/2021	10/13/2021	Intake	FC	4/11/2022	10/12/2022	Racial Discrimination	1	1	1	Racial discrimination
21-1218	10/11/2021	10/13/2021	10/12/2021	Intake	MB	4/11/2022	10/12/2022	Use of Force	1	2	2	Use of Force
21-1275	10/13/2021	10/26/2021	10/20/2021	Investigator	JS	4/24/2022	10/20/2022	Use of Force	1	1	8	Use of Force
21-1263	10/13/2021	10/21/2021	10/20/2021	Intake	MB	4/19/2022	10/20/2022	Use of Force	1	1	3	Use of Force

*Type (604(f) or Other) column indicates the allegations for which a full investigation is mandated under Oakland City Charter Section 604 (Measure LL). "Other" indicates the case does not include any such allegations.



CITY OF OAKLAND
COMMUNITY POLICE REVIEW AGENCY
Pending Cases as of December 2021
(Sorted by One-Year Goal)

Case #	Incident Date	Rcv'd CPRA	Rcv'd IAD	Intake or Investigator	Assigned Staff	180-day Goal	1-year Goal	Type (604(f)(1) or Other)	Class	Subject Officers	Allegation Count	Allegation(s)
21-1278	10/22/2021	10/26/2021	10/26/2021	Intake	FC	4/24/2022	10/25/2022	Discrimination	1	1	3	Racial Discrimination, Performance of Duty
21-1395	10/9/2021	11/18/2021	10/28/2021	Intake	MB	5/17/2022	10/28/2022	Racial Discrimination	1	5	5	Racial Discrimination
21-1319	10/30/2021	11/2/2021	11/1/2021	Intake	MB	5/1/2022	11/1/2022	Other	2	1	5	Performance of Duty
21-1330	11/2/2021	11/3/2021	11/2/2021	Intake	MB	5/2/2022	11/2/2022	Other	2	3	3	Performance of Duty
21-1341	11/8/2021	11/9/2021	11/8/2021	Intake	FC	5/7/2022	11/7/2022	Other	2	1	3	Demeanor, Performance of Duty
21-1354	11/5/2021	11/9/2021	11/5/2021	Intake	MB	5/8/2022	11/7/2022	Use of Force	1	2	2	Use of Force
21-1357	11/9/2021	11/12/2021	11/9/2021	Intake	FC	5/8/2022	11/8/2022	Use of Force, Truthfulness	1	1	2	Use of Force, Truthfulness
21-1387	11/10/2021	11/17/2021	11/10/2021	Intake	FC	5/9/2022	11/9/2022	Discrimination, Use of Force	1	4	8	Profiling, Use of Force
21-1367	11/12/2021	11/16/2021	11/12/2021	Intake	FC	5/11/2022	11/11/2022	Use of Force	1	1	1	Use of Force
21-1361	5/27/2021	11/16/2021	11/11/2021	Intake	MB	5/15/2022	11/11/2022	Other	2	1	1	Harrasment
21-1362	11/11/2021	11/16/2021	11/11/2021	Intake	MB	5/15/2022	11/11/2022	Discrimination	1	1	3	Discrimination
21-1391	11/17/2021	11/18/2021	11/17/2021	Intake	FC	5/16/2022	11/16/2022	Discrimination	1	1	2	Discrimination, Demeanor
21-1403	11/18/2021	11/23/2021	11/18/2021	Intake	FC	5/17/2022	11/17/2022	Use of Force	1	1	1	Use of Force
21-1393	11/16/2021	11/18/2021	11/17/2021	Intake	MB	5/17/2022	11/17/2022	Harassment	1	2	2	Harrasment
21-1413	11/19/2021	11/23/2021	11/19/2021	Intake	FC	5/18/2022	11/18/2022	Use of Force	1	1	1	Use of Force
21-1420	11/19/2021	11/23/2021	11/19/2021	Intake	FC	5/18/2022	11/18/2022	Truthfulness	1	2	4	Truthfulness, Conduct
21-1426	11/22/2021	12/21/2021	11/22/2021	Investigator	MM	5/21/2022	11/21/2022	Use of Force	1	4	6	Use of Force
21-0816	7/17/2020	7/29/2021	7/14/2021	Investigator	AN	1/25/2022	11/23/2022	Other	1	1	2	Reports and Bookings, Performance of Duty
21-1437	11/26/2021	12/1/2021	11/26/2021	Intake	FC	5/25/2022	11/25/2022	Discrimination	1	2	2	Discrimination
21-1450	11/29/2021	12/1/2021	11/29/2021	Intake	FC	5/28/2022	11/28/2022	Discrimination	1	2	4	Discrimination, Performance of Duty
21-1461	12/1/2021	12/7/2021	12/1/2021	Intake	FC	5/30/2022	11/30/2022	Other	2	2	2	Performance of Duty
21-1488	12/4/2021	12/6/2021	12/6/2021	Intake	FC	6/4/2022	12/5/2022	Other	2	1	3	Service, Performance of Duty
21-1541	12/17/2021	12/21/2021	12/17/2021	Intake	FC	6/15/2022	12/16/2022	Use of Force	1	1	1	Use of Force
21-1547	12/20/2021	12/22/2021	12/20/2021	Intake	FC	6/18/2022	12/19/2022	Use of Force	1	1	1	Use of Force
20-1406	11/3/2020	11/3/2020	11/3/2020	Investigator	AN	5/2/2021	Tolled	Use of Force	1	2	2	Use of Force
21-0238	3/2/2021	3/2/2021	3/2/2021	Investigator	AN	8/29/2021	Tolled	Use of Force	1	5	7	Use of Force, Supervisory
21-1140	9/26/2021	9/26/2021	9/26/2021	Investigator	AN	3/25/2022	Tolled	Other	1	4	4	Performance of Duty
19-1169	10/17/2019	10/22/2019	10/17/2019	Investigator	ED	4/19/2020	Tolled	Use of Force, Profiling/ Discrimination	1	2	7	Bifurcated - use of force, false arrest, discrimination
21-0993	8/25/2021	8/25/2021	8/25/2021	Investigator	MM	2/27/2022	Tolled	Use of Force	1	3	6	Use of Force, Performance of Duty, Supervision

*Type (604(f) or Other) column indicates the allegations for which a full investigation is mandated under Oakland City Charter Section 604 (Measure LL). "Other" indicates the case does not include any such allegations.

CITY OF OAKLAND



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

Police Commission

January 28, 2022

Director John Alden
 Community Police Review Agency
 Chief LeRonne Armstrong
 Oakland Police Department
 Oakland, California 94612
 Via Email

RE: Request for Secure Access to CPRA and Department Investigation Records in Calendar Year 2022

To the Community Police Review Agency and the Oakland Police Department:

Per Oakland City Charter (“Charter”) § 604 (f)(2), the Oakland Police Commission (“Commission”) approved this request at its regular meeting on Thursday, January 27, 2022.

Scope of Request for Secure File/Record Access. The Commission requests secure access to the following investigation files and records for each new investigation opened by either the Community Police Review Agency (“CPRA”) or the Department relating to any of the Commission’s policy or oversight powers or duties, including as codified in Charter Section 604(b)(4), during the calendar year 2022.

List of requested investigation records for Commissioner secure access:

- Reports from IAD and from CPRA
- Interview Recordings or Transcripts from Subject and/or Witness Officers
- Interview Recordings or Transcripts from Complainants
- Discipline Recommendation Forms
- Body Worn Camera Footage

Logistics of Secure Investigation File Access. This request is for secure access, and not for immediate, total production. Individual Commissioners will work together with the Director and/or the Chief or their designees on a regular basis to identify investigation records that might relate to the Commission Charter authority specified in this request, then arrange for secure access.

Nexus to Commission Authority. The Commission request for these materials pertains to investigations related to alleged sworn officer misconduct implicating the policymaking topics specified in Sections 604(b)(4) and (5) of the Charter: namely, use of force, use of force review boards, profiling based on any of the protected characteristics identified by federal, state, or local

January 28, 2022

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law, or First Amendment assemblies, or any elements expressly listed the Negotiated Settlement Agreement.

The request also includes investigations that implicate the Commission's authority to oversee and evaluate the performance of either or both the Director and the Chief, per the Commission's functions and duties codified in Sections 604 (b)(1) and (e)(6) of the Charter, as well as Sections 2.45.070 (G), (J), (M), and (N), *inter alia*.

Thank you for your time and attention.

Sincerely,

Regina Jackson
Chair
Oakland Police Commission

CC: Office of the City Attorney, City of Oakland



AGENDA REPORT

TO: Police Commissioners

FROM: John Alden
Executive Director
CPRA

SUBJECT: Issuance of RFP for Professional Services for IAD to CPRA Transition per Past Council and Commission Direction

DATE: January 21, 2022

RECOMMENDATION

Staff Recommends that the Police Commission Vote to Issue the Attached RFP for Professional Services for the Transition of Responsibilities and Resources from IAD to CPRA as Previously Directed by the City Council and Police Commission.

EXECUTIVE SUMMARY

The City Council has directed the City of Oakland to undertake a transition of responsibilities and resources from IAD to CPRA. The Police Commission has likewise identified this transition as a priority. In the current city budget, the City Council set aside \$100,000 under the control of the Police Commission to secure a consultant to assist with this transition. The Police Commission has previously given direction to staff on September 16, 2021, and December 9, 2021, as to the contents of an RFP to hire that consultant. An RFP matching that direction from the Police Commission is attached here. Staff recommends the Police Commission vote to issue the attached RFP as drafted.

BACKGROUND

In May 2021, the City of Oakland's Reimagining Public Safety Task Force issued a final report detailing recommendations as to reforming Oakland's approach to public safety. The Oakland City Council reviewed this report, and flagged as a top priority Recommendations 31/84 entitled "Reorganize OPDs internal structure to include transferring most of IAD to the Community Police Review Agency" (CPRA). Currently, IAD and CPRA both separately investigate claims of police officer misconduct. Under this proposal, some of those responsibilities and resources would be consolidated into CPRA. The City Administrator has indicated he would like the path to doing so to be resolved in a collaborative process between the effected departments and employee groups in the near future, rather than created by any one group now.

The City Council approved in FY '22-'23 (starting July 1, 2022) a consultant to assist with the consolidation of IAD resources and responsibilities to CPRA. This funding was placed under the Police Commission's budget, giving the Police Commission the authority to secure the contractor.

Police Commission
January 27, 2022

Police Commission

Subject: Issuance of RFP for Professional Services for IAD to CPRA Transition per Past Council and Commission Direction

Date: January 21, 2022

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In order to ensure this contractor can start promptly, according to the Council's timeline of July 1, 2022, CPRA staff began work on an RFP for that consultant in 2011. Staff can issue that RFP for the Commission without need for the Commission to take on the laboring oar of drafting or approving the RFP itself, given its limited resources. Indeed, most of the RFP language comes from City required forms, such that little of the document can be changed. But the Scope of Work for this specific contract project must be specified within the RFP and will be unique to this project.

In this case, the Scope of Work has been prepared by staff in consultation with the City Administrator and under the past direction of the Police Commission. Since the City Administrator has Charter authority over reorganization of the Police Department, the City Administrator is a necessary party to the transition of responsibilities and resources from IAD to CPRA. Because staff are informed that the City Administrator wishes this transition process to be undertaken in a collaborative matter with the key City of Oakland stakeholders, such as the effected city departments and employee groups, that vision has been incorporated into the Scope of Work seen here.

This strategy for scoping the work was previously discussed and approved by the Police Commission on September 16, 2021, and December 9, 2021. Specifically, on September 16, 2021, the above issues were discussed with the Police Commission, and the Police Commission gave direction to begin creation of an RFP. On December 9, 2021, this Commission reviewed and approved the Scope of Work seen here. Thus, this RFP already reflects the direction of the Police Commission.

This RFP Scope of Work has also been shared with the City Administrator. To date, the City Administrator has had no other feedback on the scope.

CPRA staff do not recommend taking Commission time to review the lengthy and inflexible language of most of the RFP, most of which is set by local contracting rules and cannot be changed. That said, this is the final opportunity for the Police Commission to approve the Scope of Work, which reads as follows, as previously directed by the Police Commission:

In May 2021, the City of Oakland's Reimagining Public Safety Task Force issued a final report detailing recommendations as to reforming Oakland's approach to public safety. That report can be found [here](#). The Oakland City Council reviewed this report, and flagged as a top priority Recommendations 31/84 entitled "Reorganize OPDs internal structure to include transferring most of IAD to the Community Police Review Agency" (CPRA). Currently, IAD and CPRA both separately investigate claims of police officer misconduct. Those parallel but independent investigations form the basis for police officer discipline in the City of Oakland. Under this proposal, those responsibilities and resources would be consolidated into CPRA, but the path to doing so and exactly which responsibilities and resources would be consolidated are not yet resolved.

To aid in this consolidation process, the City Council also provided funding for the professional services sought in this RFP. The Oakland Police Commission, which oversees the Oakland Police Department and the Community Police Review Agency, will oversee

Police Commission

January 27, 2022

Police Commission

Subject: Issuance of RFP for Professional Services for IAD to CPRA Transition per Past Council and Commission Direction

Date: January 21, 2022

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the services sought under this RFP by selecting the final provider from among the bids received, as described below.

The tasks this contractor would perform are as follows:

- *Convene and manage a working group of internal stakeholders, such as but not limited to the City Administrator, Human Resources Management and the Police Department, that would resolve the details of the transition of IAD resources and responsibilities to CPRA;*
- *Mediate disagreements among stakeholders where possible, and flag points of continued disagreement for appropriate City of Oakland decision-makers to resolve, depending on the nature of the disagreement and existing dispute resolution processes, such as but not limited to the Meet and Confer process, decisions made by the Police Commission and/or City Administrator according to their respective Charter authorities, or the Mayor and City Council according to their budget-setting authority;*
- *Create a work plan memorializing the resulting actions required to implement the transition;*
- *Act as a Project Manager in executing the transition where appropriate, such as setting timetables for specific steps in the transition, managing office space changes as the transition take place, and the like, according to the work plan.*

Staff recommends that the Police Commission approve this RFP as drafted. Commission staff can then work with City of Oakland contracting staff to solicit and process bids.

Once bids are received, the bids must return to the Commission for final selection, just as has been the case with other RFPs for professional services issued by the Police Commission. Therefore, on some future date, the Commission will make a final decision as to the winning bidder to receive a contract.

PUBLIC OUTREACH / INTEREST

No public outreach was completed beyond the usual Brown Act compliance, such as posting this memo with the agenda for this meeting, and previous public comment on September 16, 2021, and December 9, 2021. Moving forward, the RFP will be distributed to the public with the help of City of Oakland contracting staff in compliance with existing local ordinances dictating the method of dissemination.

COORDINATION

Portions of this report enjoyed the support of the Commission's Counsel, the City Administrator's Office, Human Resources Management, the Department of Finance, the Police Department, of Office of the City Attorney, and the Department of Workplace and Employment Standards.

Police Commission
January 27, 2022

Police Commission

Subject: Issuance of RFP for Professional Services for IAD to CPRA Transition per Past Council and Commission Direction

Date: January 21, 2022

Page 4

SUSTAINABLE OPPORTUNITIES

Economic: This RFP meets all of the City of Oakland's goals and policies with respect to prioritizing local hiring, minimum wage goals, and like economic priorities.

Environmental: None.

Race & Equity: This RFP meets all of the City of Oakland's equity goals and policies with respect to contracting.

ACTION REQUESTED OF THE POLICE COMMISSION

Staff Recommends that the Police Commission vote to issue the attached RFP as drafted.

For questions regarding this report, please contact John Alden, Executive Director, CPRA, 510-238-7401.

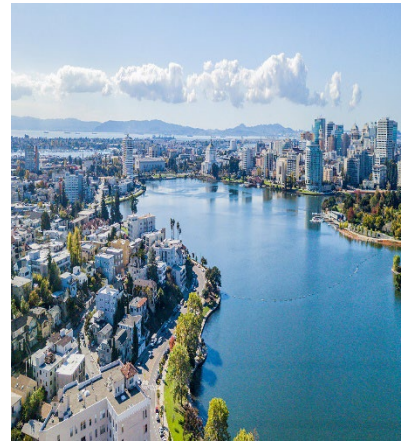
Respectfully submitted,



JOHN ALDEN
Executive Director,
CPRA

Attachments (1):

- RFP For Professional Services To Assist with the Transition of Resources and Responsibilities from the Oakland Police Department Internal Affairs Division (IAD) to the Community Police Review Agency (CPRA)



OAKLAND POLICE COMMISSION

REQUEST FOR PROPOSALS (RFP)

For

PROFESSIONAL SERVICES

**To Assist with the Transition of Resources
and Responsibilities from the Oakland Police
Department Internal Affairs Division (IAD)
to the Community Police Review Agency
(CPRA)**

✓ **Due Date:** March 15, 2022 – 2:00 p.m. (Pacific)

- ✓ **Voluntary Pre-Proposal Meeting**: Wednesday, March 2, 2022, at 9:00 a.m. (Pacific) – via Teams at [[Click here to join the meeting](#)]
- ✓ Please advise the Project Manager via email by February 20, 2022, if a call-in to the voluntary pre-bid meeting is needed.

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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 Department of Workplace and Employment Standards (DWES). Also, request a copy by email from isupplier@oaklandca.gov

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

I. INTRODUCTION

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

Pre-proposal Meeting Date and Time (Voluntary): Wednesday, March 2, 2022, at 9:00 a.m. (Pacific) – via Teams at [[Click here to join the meeting](#)]

Deadline for Questions: 2:00 PM, Friday, March 4, 2022, by email to the Project Manager, John Alden. at jalden@oaklandca.gov

Proposal Submittal Deadline Date and Time: Tuesday, March 15, 2022. at 2:00 PM.

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

Proposals Must Be Received and Time Stamped by Department of Workplace and Employment Standards (DWES) Staff No Later Than Tuesday, March 15, 2022 at 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 ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Professional Services Local Hire ♦ Border Wall Prohibition ♦ Sanctuary City Contracting and Investment Ordinance

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

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

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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

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

1. Project Manager: John Alden at jalden@oaklandca.gov or (510) 238-7401.
2. Contract Admin: Paula Peav at ppeav@oaklandca.gov or (510) 238-3190.
3. Contract Compliance Officer: **Sophany Hang or Vivian Inman at [@oaklandca.gov](mailto:isupplier@oaklandca.gov)** or (510) 238-3723

II. SCOPE OF SERVICES

In May 2021, the City of Oakland’s Reimagining Public Safety Task Force issued a final report detailing recommendations as to reforming Oakland’s approach to public safety. That report can be found [here](#). The Oakland City Council reviewed this report, and flagged as a top priority Recommendations 31/84 entitled “Reorganize OPDs internal structure to include transferring most of IAD to the Community Police Review Agency” (CPRA). Currently, IAD and CPRA both separately investigate claims of police officer misconduct. Those parallel but independent investigations form the basis for police officer discipline in the City of Oakland. Under this proposal, those responsibilities and resources would be consolidated into CPRA, but the path to doing so and exactly which responsibilities and resources would be consolidated are not yet resolved.

To aid in this consolidation process, the City Council also provided funding for the professional services sought in this RFP. The Oakland Police Commission, which oversees the Oakland Police Department and the Community Police Review Agency, will oversee the services sought under this RFP by selecting the final provider from among the bids received, as described below.

The tasks this contractor would perform are as follows:

- Convene and manage a working group of internal stakeholders, such as but not limited to the City Administrator, Human Resources Management and the Police Department, that would resolve the details of the transition of IAD resources and responsibilities to CPRA;
- Mediate disagreements among stakeholders where possible, and flag points of continued disagreement for appropriate City of Oakland decision-makers to resolve,

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

depending on the nature of the disagreement and existing dispute resolution processes, such as but not limited to the Meet and Confer process, decisions made by the Police Commission and/or City Administrator according to their respective Charter authorities, or the Mayor and City Council according to their budget-setting authority;

- Create a work plan memorializing the resulting actions required to implement the transition;
- Act as a Project Manager in executing the transition where appropriate, such as setting timetables for specific steps in the transition, managing office space changes as the transition take place, and the like, according to the work plan.

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 Police Commission reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)

The City of Oakland has adopted a Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. 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**, which shall be attached hereto and incorporated herein.

4. The City's Living Wage Ordinance

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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 \$15.30 with health benefits or \$17.56 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.26 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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- 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 Department of Workplace and Employment Standards (DWES) 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 Department of Workplace and Employment Standards (DWES), 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 Department of Workplace and Employment Standards (DWES).
5. Minimum Wage Ordinance

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

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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.

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

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

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

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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 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 Department of Workplace and Employment Standards

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

(DWES), 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

8. Non-Discrimination/Equal Employment Practices

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

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

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

- 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-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.

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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

10. Sanctuary City Contracting and Investment Ordinance

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

11. Border Wall Ordinance

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

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

services, to construction of the a wall along any part of the United States – Mexico border.

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

12. Pending Dispute Disclosure Policy:

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

13. City of Oakland Campaign Contribution Limits

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

14. Nuclear Free Zone Disclosure

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

15. Sample Professional Service Agreement

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

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

16. Insurance Requirements

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

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

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

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

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

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Department of Workplace and Employment Standards (DWES), 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

17. City Contractor Performance Evaluation

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

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

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

19. Contractor's Qualifications

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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

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

RFQ and Project related issues:

Project Manager:

Contract Analyst: Paula Peav, (510) 238-3190

Compliance Officer: Vivian Inman or Sophany Hang

21. All responses to the RFQ become the property of the City.
22. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
23. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.
24. 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
25. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.

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26. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

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

B. SUBMITTAL REQUIREMENTS

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

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

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT1. Transmittal Letter

- a. For the transmittal letter, only. Addressed to John Alden, Executive Director of the CPRA, by email to jalden@oaklandca.gov.
- 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 or similar 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 I – Sanctuary City Contracting and Investment Ordinance**
- 3. Schedule O - Campaign Contribution Limits**
- 4. 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.

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D. REJECTION OF PROPOSAL ELEMENTS

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

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

- 1) Relevant Experience30 points
 - Past, recently completed, or on-going local government projects to substantiate experience.
 - Experience on at least three (3) projects providing services like those described in this RFQ.
 - Prior experience and ability to work with City staff, community groups, and other stakeholders.
- 2) Qualifications25 points
 - Professional background and qualifications of team members and firms comprising the team.
- 3) Organization15 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.
 - Ability to perform numerous projects at the same time.
- 4) Approach25 points
 - Understanding of the nature and extent of the services required.
 - A specific outline of how the work will be performed.
 - Awareness of potential problems and providing possible solutions.

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

F. INTERVIEWS OF SHORT-LISTED FIRMS

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

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

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

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- 4) The City anticipates the **tentative schedule** of events to be as follows:
- Distribution of RFP/RFQ 4:00 p.m., February 4, 2022
 - Pre-proposal Meeting 9:00 a.m., March 2, 2022
 - Submission of RFP/RFQ 2:00 p.m., March 15, 2022
 - Evaluation of Rankings March 22, 2022
 - Notification of Interviews March 23, 2022
 - Interviews March 31, 2022
 - Contract Negotiations April 15, 2022
 - Contract Documentation Distribution April 22, 2022
 - Contract Award April 29, 2022

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, 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, Department of Workplace and Employment Standards (DWES) 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 Department of Workplace and Employment Standards (DWES), 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

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18. Arizona and Arizona-Based Businesses

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

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

19. Dispute Disclosure

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

20. Termination on Notice

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

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

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

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

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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

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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 City of Oakland has adopted a Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. 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**, which shall be attached hereto and incorporated herein.

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

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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 \$15.30 with health benefits or \$17.56 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, contractor shall pay adjusted wage rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.26 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 Department of Workplace and Employment Standards (DWES), written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted

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- 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 Department of Workplace and Employment Standards (DWES), 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 Department of Workplace and Employment Standards (DWES).

25. Minimum Wage Ordinance

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

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

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

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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

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

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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 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

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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 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

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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 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

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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)

AND

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

AND

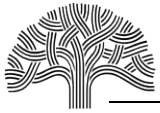
**SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)**

AND

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

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

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CITY OF OAKLAND

Schedule I
“Sanctuary City Contracting and Investment Ordinance”

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

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

Compliance must be established prior to full contract execution.

.....

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

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

- 1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City’s Project Manager and invoice reviewer or the City Administrator’s Office, Chief Privacy Officer if any of this Business Entity’s subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

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PLEASE COMPLETE AND SIGN

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

or

- I declare that I understand Ordinance # 13540 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

(Printed Name and Signature of Business Owner) (Date)

(Name of Business Entity) (Street Address, City, State, and Zip Code)

(Name of Parent Company) (If applicable)

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

For Office Use Only:	
Approved/Denied/Waived	
(signed) _____	_____
Authorized Representative	Date
SCHEDULE I DB/DM 2019	

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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 Department of Workplace and Employment Standards (DWES), 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.

Name and Signature of Business Owner) (Date) (Printed

(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)**

AND

**SCHEDULE Q
(INSURANCE REQUIREMENTS)**

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

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Oakland Workforce Verification

Schedule E-2

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

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

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

REQUIRED ATTACHMENTS
Please check box below to confirm attachments

EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	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

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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 bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor’s profession with limits not less than \$_____ each claim and \$_____ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
- 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 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*

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. Terms Conditions and Endorsements

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

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

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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-1**- (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-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)*

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 FOR PROPOSAL (RFP) – Transition from IAD to CPRA

compliance by signing this Declaration of Compliance.

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

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

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

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

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and->

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

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schedules.

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

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

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Department of Workplace and Employment Standards (DWES) 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 Department of Workplace and Employment Standards (DWES) 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).

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

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

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

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

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

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

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

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

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

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO R.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

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

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

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

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

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

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

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

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

REQUEST FOR PROPOSAL (RFP) – Transition from IAD to CPRA

- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- 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.*



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

Current Committees

Standing Committee	Commissioners
Outreach	Howell, Hsieh, Jordan
Personnel	Jackson

Ad Hoc Committee	Commissioners
Annual Report	Jackson
Antidiscrimination Policy	Milele, Harbin-Forte, Hsieh
Budget	Jackson
Community Policing OPD 15-01	Harbin-Forte, Howell, Hsieh
CPRA Director Performance Evaluation	Jackson, Milele
OBOA Allegations Investigation	Jackson, Harbin-Forte
Police Chief Goals and Evaluation	Milele, Peterson
Racial Profiling Policy	Jackson, Milele
Risk Management Policy	Gage, Howell, Peterson
Rules of Procedure	Gage, Harbin-Forte
Social Media Policy	Jackson, Milele, Hsieh
White Supremacists and Other Extremist Groups	Jackson, Harbin-Forte

Police Commission Pending Agenda Matters List

	A	B	C	D	E	F	G	H
1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
2	Commissioner Trainings	1/1/2018	<p>Complete trainings mandated by City Charter section 604 (c)(9) and Enabling Ordinance section 2.45.190</p> <p>Some trainings have deadlines for when they should be completed (within 3 months, 6 months, etc.)</p> <p>Several trainings were delivered in open session and have been recorded for future use</p>	<p>The following trainings must be done in Open Session:</p> <ol style="list-style-type: none"> 1. California's Meyers Milias Brown Act (MMBA) and Public Employment Relations Board's Administration of MMBA (done 3.12.20) 2. Civil Service Board and Other Relevant City Personnel Policies and Procedures (done 2.27.20) 3. Memoranda of Understanding with Oakland Police Officers Association and Other Represented Employees (done 4.22.21) 4. Police Officers Bill of Rights (done 12.12.19; 2021) 	High	COMPLETED (as to current commissioners)		

Police Commission Pending Agenda Matters List

	A	B	C	D	E	F	G	H
1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
3	Confirming the Process to Hire Staff for the Office of Inspector General	5/17/2019	Per the Enabling Ordinance: The City shall allocate a sufficient budget for the OIG to perform its functions and duties as set forth in section 2.45.120, including budgeting one (1) full-time staff position comparable to the position of Police Program and Audit Supervisor. Within thirty (30) days after the first Inspector General is hired, the Policy Analyst position and funding then budgeted to the Agency shall be reallocated to the OIG. All OIG staff, including the Inspector General, shall be civil service employees in accordance with Article IX of the City Charter.	This will require information presented from the City Administrator's Office.	High			
4	Finalize Bylaws and Rules	1/24/2019			High	COMPLETED		Gage
5	Hire Inspector General (IG)	1/14/2019	Hire IG once the job is officially posted	Pending Measure LL revisions to be included in the November 2020 ballot. Recruitment and job posting in process.	High			Jackson
6	Modify Code of Conduct from Public Ethics Commission for Police Commission	10/2/2018		On code of conduct for Commissioners there is currently a code that was developed by the Public Ethics Commission.	High	COMPLETED		
7	Neighborhood Opportunity and Accountability Board (NOAB) Update	5/13/2021	Receive a report on the Neighborhood Opportunity and Accountability Board which launched in April 2020	Tabled from May 13, 2021 meeting	High	July 22, 2021		

Police Commission Pending Agenda Matters List

	A	B	C	D	E	F	G	H
1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
8	Notification of OPD Chief Regarding Requirements of Annual Report	1/1/2018	Commission must notify the Chief regarding what information will be required in the Chief's annual report	<p>The Chief's report shall include, at a minimum, the following:</p> <ol style="list-style-type: none"> 1. The number of complaints submitted to the Department's Internal Affairs Division (IAD) together with a brief description of the nature of the complaints; 2. The number of pending investigations in IAD, and the types of Misconduct that are being investigated; 3. The number of investigations completed by IAD, and the results of the investigations; 4. The number of training sessions provided to Department sworn employees, and the subject matter of the training sessions; 5. Revisions made to Department policies; 6. The number and location of Department sworn employee-involved shootings; 7. The number of Executive Force Review Board or Force Review Board hearings and the results; 8. A summary of the Department's monthly Use of Force Reports; 9. The number of Department sworn employees disciplined and the level of discipline imposed; and 10. The number of closed investigations which did not result in discipline of the Subject Officer. <p>The Chief's annual report shall not disclose any information in violation of State and local law regarding the confidentiality of personnel records, including but not limited to California Penal Code section 832.7</p>	High	June 14, 2018 and June 14 of each subsequent year		Jackson
9	OPD to Provide a 30 Day Snapshot on the Effectiveness of SO 9202	2/27/2020		On 2.27.20, at the request of OPD the Commission considered and approved SO 9202 which amends the section in SO 9196 regarding Type 32 reportable force	High			

Police Commission Pending Agenda Matters List

	A	B	C	D	E	F	G	H
1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
10	Performance Reviews of CPRA Director and OPD Chief	1/1/2018	Conduct performance reviews of the Agency Director and the Chief	The Commission must determine the performance criteria for evaluating the Chief and the Agency Director, and communicate those criteria to the Chief and the Agency Director one full year before conducting the evaluation. The Commission may, in its discretion decide to solicit and consider, as part of its evaluation, comments and observations from the City Administrator and other City staff who are familiar with the Agency Director's or the Chiefs job performance. Responses to the Commission's requests for comments and observations shall be strictly voluntary.	High	Annually; Criteria for evaluation due 1 year prior to review		Jackson
11	Prioritization of OPD Policies for Review	5/13/2021	Discuss and prioritize OPD policies for review	Tabled from May 13, 2021 meeting; discussed June 24, 2021 - Gage to reorganize by category	High			
12	Recommendations for Community Engagement	5/13/2021	Discuss recommendations for community engagement	Tabled from May 13, 2021 meeting	High			
13	Reports from OPD	10/6/2018	Commission to decide on what reports are needed prior to receiving them.	Receive reports from OPD on issues such as: response times; murder case closure rates; hiring and discipline status report (general number for public hearing); any comp stat data they are using; privacy issues; human trafficking work; use of force stats; homelessness issues; towing cars of people who sleep in their vehicles	High	Ongoing as appropriate		

Police Commission Pending Agenda Matters List

	A	B	C	D	E	F	G	H
1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
14	Request City Attorney Reports	1/1/2018	Request the City Attorney submit semi-annual reports to the Commission and the City Council	Request the City Attorney submit semi-annual reports to the Commission and City Council which shall include a listing and summary of: 1. To the extent permitted by applicable law, the discipline decisions that were appealed to arbitration; 2. Arbitration decisions or other related results; 3. The ways in which it has supported the police discipline process; and 4. Significant recent developments in police discipline. The City Attorney's semi-annual reports shall not disclose any information in violation of State and local law regarding the confidentiality of personnel records, including but not limited to California Penal Code 832.7	High	Semi-annually Next one should be October, 2021		Jackson
15	Sloan Report	5/13/2021	Discuss the independent review commissioned by the City as part of a Step 3 Grievance procedure related to the Pawlik investigation	Tabled from May 13, 2021 meeting, discussed June 24, 2021 -- Commission counsel submitted report	High	COMPLETED		
16	Training on Brown Act, Sunshine Ordinance, and Parliamentary Procedure	5/21/2021	Receive a training session for Commissioners to understand rights and obligations under the Brown Act, the Sunshine Ordinance, Robert's Rules of Order, and the Commission's Rules		High	COMPLETED		
17	Community Policing Task Force/Summit	1/24/2019			Medium			Dorado

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1	Pending Agenda Matter	Date Placed on List	Duties/Deliverables	Additional Information/Details	Priority Level	Timeline/Deadline	Scheduled	Lead Commissioner(s), if any
18	CPAB Report			Receive any and all reports prepared by the Community Policing Advisory Board (hereinafter referred to as "CPAB") and consider acting upon any of the CPAB's recommendations for promoting community policing efforts and developing solutions for promoting and sustaining a relationship of trust and cooperation between the Department and the community.	Medium			
19	Determine Outstanding Issues in Meet and Confer and the Status of M&C on Disciplinary Reports	10/6/2018		Need report from police chief and city attorney. Also need status report about collective bargaining process that is expected to begin soon.	Medium			
20	Free Gun Trace Service	1/27/2020		This service was mentioned at a meeting in 2019.	Medium			Dorado
21	Offsite Meetings	1/1/2018	Meet in locations other than City Hall	The offsite meetings must include an agenda item titled "Community Roundtable" or something similar, and the Commission must consider inviting individuals and groups familiar with the issues involved in building and maintaining trust between the community and the Department.	Medium	Annually; at least twice each year		Dorado, Jackson
22	OPD Supervision Policies	10/2/2018		Review existing policy (if any) and take testimony/evidence from experts and community about best practices for supervisory accountability. Draft policy changes as needed. In addition, IG should conduct study of supervisor discipline practices. In other words, how often are supervisors held accountable for the misconduct of their subordinates.	Medium			
23	Public Hearing on OPD Budget	1/1/2018	Conduct at least one public hearing on the Police Department's budget	Tentative release date of Mayor's proposed budget is May 1st of each year.	Medium	COMPLETED for 2021		
24	Report from OPD Regarding Found/Confiscated Items	7/12/2019	OPD will report on the Department's policy for disposition of found/confiscated items.	This came about through a question from Nino Parker. The Chief offered to present a report at a future meeting.	Medium			

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25	Report Regarding OPD Chief's Report	1/1/2018	Submit a report to the Mayor, City Council and the public regarding the Chief's report in addition to other matters relevant to the functions and duties of the Commission	The Chief's report needs to be completed first.	Medium	Annually; once per year		
26	Review Budget and Resources of IAD	10/10/2018		In Discipline Training it was noted that many "lower level" investigations are outsourced to direct supervisors and sergeants. Leaders in IAD have agreed that it would be helpful to double investigators and stop outsourcing to Supervisors/Sgts. Commissioners have also wondered about an increase civilian investigators. Does the Commission have jurisdiction over this?	Medium			
27	Review Commission's Outreach Policy	4/25/2019			Medium			Dorado
28	Revise Contracts with CPRA and Commission Legal Counsels	10/10/2018		The contract posted on the Commission's website does not comport with the specifications of the Ordinance. As it stands, the Commission counsel reports directly to the City Attorney's Office, not the Commission. The Commission has yet to see the CPRA attorney's contract, but it, too, may be problematic.	Medium			
29	Revisit Standing and Ad Hoc Committee Assignments	10/29/2019	The chair will create adhoc and staff standing committees as appropriate		Medium	Ongoing		Jackson
30	Amendment of DGO C-1 (Grooming & Appearance Policy)	10/10/2018		DGO C-1 is an OPD policy that outlines standards for personal appearance. This policy should be amended to use more inclusive language, and to avoid promoting appearance requirements that are merely aesthetic concerns, rather than defensible business needs of the police department.	Low			
31	Annual Report	1/1/2018	Submit an annual report each year to the Mayor, City Council and the public		Low	Spring, 2022		Jackson

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32	Assessing Responsiveness Capabilities	10/6/2018		Review OPD policies or training regarding how to assess if an individual whom police encounter may have a disability that impairs the ability to respond to their commands.	Low			
33	CPRA Report on App Usage	10/10/2018		Report from staff on usage of app.	Low	August, 2021		
34	Creation of Form Regarding Inspector General's Job Performance	1/1/2018	Create a form for Commissioners to use in providing annual comments, observations and assessments to the City Administrator regarding the Inspector General's job performance. Each Commissioner shall complete the form individually and submit his or her completed form to the City Administrator confidentially.	To be done once Inspector General position is filled.	Low			
35	Discipline: Based on Review of MOU	10/6/2018		How often is Civil Service used v. arbitration? How long does each process take? What are the contributing factors for the length of the process? How often are timelines not met at every level? How often is conflict resolution process used? How long is it taking to get through it? Is there a permanent arbitration list? What is contemplated if there's no permanent list? How often are settlement discussions held at step 5? How many cases settle? Is there a panel for Immediate dispute resolution? How many Caloca appeals? How many are granted? What happened to the recommendations in the Second Swanson report?	Low	2023		

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36	Discipline: Second Swanson Report Recommendations – Have These Been Implemented?	10/6/2018		Supervisor discipline Process for recommending improvements to policies, procedures and training, and to track and implement recommendations Tracking officer training and the content of training Comparable discipline imposed – database of discipline imposed, demonstrate following guidelines IAD civilian oversight for continuity in IAD Improved discovery processes Permanent arbitration panel implemented from MOU OPD internal counsel Two attorneys in OCA that support OPD disciplines and arbitration Reports on how OCA is supporting OPD in discipline matters and reports on arbitration Public report on police discipline from Mayor’s office OIG audit includes key metrics on standards of discipline	Low			
37	Feedback from Youth on CPRA App	10/10/2018		Get some feedback from youth as to what ideas, concerns, questions they have about its usability.	Low			
38	OPD Data and Reporting			Review and comment on the Department’s police and/or practice of publishing Department data sets and reports regarding various Department activities, submit its comments to the Chief, and request the Chief to consider its recommendations and respond to the comments in writing.	Low			
39	Outreach Committee: Work with Mayor's Office and City Admin to Publicize CPRA App	10/10/2018			Low			
40	Overtime Usage by OPD - Cost and Impact on Personal Health; Moonlighting for AC Transit	1/1/2018		Request Office of Inspector General conduct study of overtime usage and "moonlighting" practices.	Low			

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41	Proposed Budget re: OPD Training and Education for Sworn Employees on Management of Job-Related Stress	1/1/2018	Prepare for submission to the Mayor a proposed budget regarding training and education for Department sworn employees regarding management of job-related stress. (See Trauma Informed Policing Plan)	Review and comment on the education and training the Department provides its sworn employees regarding the management of job-related stress, and regarding the signs and symptoms of posttraumatic stress disorder, drug and alcohol abuse, and other job-related mental and emotional health issues. The Commission shall provide any recommendations for more or different education and training to the Chief who shall respond in writing consistent with section 604(b)(6) of the Oakland City Charter. Prepare and deliver to the Mayor, the City Administrator and the Chief by April 15 of each year, or such other date as set by the Mayor, a proposed budget for providing the education and training identified in subsection (C) above.	Low	4/15/2021		
42	Public Hearings on OPD Policies, Rules, Practices, Customs, General Orders	1/1/2018	Conduct public hearings on Department policies, rules, practices, customs, and General Orders; CPRA suggests reviewing Body Camera Policy		Low	Annually; at least once per year		Dorado
43	Social Media Communication Responsibilities, Coordination, and Policy	7/30/2019		Decide on social media guidelines regarding responsibilities and coordination.	Low			