



Privacy Advisory Commission
April 6, 2023 5:00 PM
Oakland City Hall
Hearing Room 1
1 Frank H. Ogawa Plaza, 1st Floor
Regular Meeting Agenda

Commission Members: District 1 Representative: Reem Suleiman, District 2 Representative: Chloe Brown, District 3 Representative: Brian Hofer, Chair, District 4 Representative: Lou Katz, Vice Chair District 5 Representative: Omar De La Cruz, District 6 Representative: Gina Tomlinson, District 7 Representative: Robert Oliver, Council At-Large Representative: Henry Gage III Mayoral Representative: Jessica Leavitt

Each person wishing to speak on items must fill out a speaker's card. Persons addressing the Privacy Advisory Commission shall state their names and the organization they are representing, if any.

1. Call to Order, determination of quorum
2. Review and approval of the draft March 2 meeting minutes
3. Open Forum/Public Comment
4. Dept. of Housing and Community Development – Rental Registry
 - a. Review for compliance with City of Oakland’s Privacy Principles and take possible action
5. Federal Task Force Ordinance – OPD – Annual Reports – Review and take possible action
 - a. US Marshals
 - b. DEA
 - c. ATF
 - d. Secret Service
 - e. FBI Child Exploitation
 - f. FBI Violent Crimes
6. Surveillance Technology Ordinance – DOT – Mobile Parking Payment Proposal

- a. Review and take possible action on the Impact Statement, proposed Use Policy, and Professional Services Agreement



Privacy Advisory Commission

March 2, 2023

5:00 PM

Oakland City Hall

Hearing Room 1

1 Frank H. Ogawa Plaza, 1st Floor

DRAFT Meeting Minutes

Commission Members: District 1 Representative: Reem Suleiman, District 2 Representative: Chloe Brown, District 3 Representative: Brian Hofer, Chair, District 4 Representative: Lou Katz, Vice Chair District 5 Representative: Omar De La Cruz, District 6 Representative: Gina Tomlinson, District 7 Representative: Robert Oliver, Council At-Large Representative: Henry Gage III Mayoral Representative: Jessica Leavitt

1. Call to Order, determination of quorum

In attendance: Gina Tomlinson, Lou Katz, Brian Hofer, Omar de la Cruz, Jessica Leavitt, Robert Oliver, and Henry Gage.

2. Review and approval of the draft January 5 meeting minutes

A motion was made by Commissioner Lou Katz to approve the minutes and seconded by Chair Brian Hofer. Motion passed unanimously.

3. Open Forum/Public Comment

Assata Olugbala

4. Federal Task Force Ordinance – OPD – NESS ATF MOU

- a. Review and take possible action on the proposed Resolution and MOU between the Oakland Police Department and Bureau of Alcohol Tobacco and Firearms & Explosives for enhanced data access to the National Integrated Ballistic Information Network through use of NIBIN Enforcement Support System (NESS)

Chair Hofer explained that this item was brought forward by OPD and is a proposed MOU with the ATF. The National Integrated Ballistic Information Network (NIBIN) is a database used for tracking and tracing guns and ballistics. The information is used to prosecute gun crimes. This comes to the PAC under Oakland's Federal Task Force Ordinance.

Dr. Sandra Sachs, Oakland Police Department, Criminalistics Laboratory Manager provided an update on this item. Dr. Sachs indicated that the resolution and agenda report in the packet will go to the Public Safety Committee and City Council. OPD is requesting to enter into an MOU with NESS. NIBIN is the way in which investigations make associations between gun crimes. NESS is the NIBIN enforcement support system is a platform that the ATF hosts and allows those with NIBIN systems to participate in mining the data that exists in their system if an MOU is the system that agencies use to engage with the ATF. There has been decades long participation with OPD and ATF and this will allow OPD to get information more easily from the system and make associations and present an entire picture during forensic investigations.

The database is a portal with a link to the federal system. When OPD has access to the NIBIN and the NESS system they are able to produce data similar to the link chart provided in the agenda report.

Public Comment: Assata Olugbala - Ms. Olugbala expressed that her area of concern on this item is ghost guns since this type of gun usage is growing.

Hofer had a similar question regarding ghost guns and requested that Dr. Sachs respond.

Dr. Sachs stated that the NIBIN system can associate varying scenes and associations with ghost guns.

To avoid any future amendments in the resolution returning to the PAC, Chair Hofer and the City Attorney Sotelo discussed approving the resolution with modifications in the second to the last paragraph, deleting "to accept, modify and/or amend the MOU" and adding language that any changes are to be made in agreement with the requirements of the Federal Task Force Ordinance, [OMC 9.72.010](#).

Chair Hofer made a motion to approve the item with a modification to add in compliance with the federal taskforce ordinance, OMC 9.72.010. Seconded by Commissioner Lou Katz.

The item passed unanimously.

5. Chair Status Update – Old Business – informational discussion only – no action will be taken
 - a. Cash Payment Ordinance

Chair Hofer wants to revive the topic of a cash payment ordinance that was discussed by the PAC pre-covid. The ordinance was drafted. Oakland does not have an expressed ordinance to accept cash for payment and neither does the State of California. San Francisco and Berkeley have requirements to accept cash for payment. The PAC wanted to discuss concerns including theft and meet with the BID and conduct other community engagement.

The PAC had an ad-hoc. Requested that Mr. DeVries make connections with the business community and others.

Chair Hofer requested that PAC members volunteers for the ad-hoc. Volunteers included:

Commissioner Tomlinson

Commissioner Oliver

Commissioner Katz

b. Rent Registry

Chair Hofer reported that around 2018-19 some tenant advocates requested that the PAC look at the Rent Registry. It is scheduled to go operational in July and will collect Personal Indefinable Information (PII) and other information. The PACs formation ordinance does allow comment by the PAC and it also falls under the Privacy Principles. This is an opportunity to talk with staff, tenants, and landlords. The Chair requested to create an ad-hoc and discuss with Housing and Community Development staff to get an update on the registry. An ad hoc will be set up and Joe agreed that staff can set up a meeting the HCD.

c. Illegal Dumping Cameras (ad hoc status)

A meeting is needed to discuss the illegal dumping camera. The Department of Public Works will bring forward an annual report and a use policy that DPW wants to amend.

Joe reported that the DA offered 10 more camera systems. The team wants to implement and bring forward a recommended change to allow the city to prosecute illegal dumpers. They cannot take enforcement since they do not have quality license plate images. The request could include the same data restrictions and retention requirements.

OPW would also bring forward an updated MOU. An ad-hoc was formed including:

Vice Chair Katz, Commissioner Leavitt, Commissioner Oliver

d. Retreat

The PAC needs funding and infrastructure, however amazing work has been completed with a small budget. It would be helpful if PAC members could discuss infrastructure and tracking. Some discussions are also needed around sustainability, including building tools to assist staff with policy, impact reports and a resource repository.

Joe suggested meeting on Saturday from 9am – 1pm. There was a suggestion about meeting locations, which needs to be publicly accessible. Chair Hofer may bring in a professional facilitator.

There was a discussion about possible dates for the retreat and the group agreed on Saturday, April 15 in a city facility.

Public Comment

Assata Olugbala – Request information on current ALPR systems and other information on registration systems. She expressed concerned about policy for the citizen complaint form with the community police review agency.

The meeting was adjourned.



AGENDA REPORT

TO: Edward D. Reiskin
City Administrator

FROM: Shola Olatoye
Director, HCDD

SUBJECT: Amend Rent Adjustment
Ordinance to Establish
Residential Rental Registry

DATE: April 25, 2022

City Administrator Approval

Date: May 12, 2022

RECOMMENDATION

Staff Recommends That The City Council Adopt An Ordinance Amending The Rent Adjustment Ordinance (O.M.C. 8.22.010 et seq) And The Just Cause For Eviction Ordinance (O.M.C. 8.22.300 et seq) To (1) Create An Annual Requirement For Residential Rental Units In Which Rental Property Owners Of Units Subject To The Rent Program Service Fee Shall Be Required To Report Rent And Other Tenancy Information, As Set Forth In Section 8.22.520, (2) Require Owners To Provide Evidence Of Complying With Residential Rental Registration Requirement When Filing Rent Increase Petitions or Responses To Tenant Petitions And (3) To Provide As A Tenant's Affirmative Defense In An Eviction Action The Property Owner's Failure To Comply With Registration Requirements Outlined In O.M.C. 8.22.510.

EXECUTIVE SUMMARY

The proposed legislation would amend Oakland's [Residential Rent Adjustment Program Ordinance](#) ("Rent Ordinance") to require rental property owners to annually report tenancy data with the Rent Adjustment Program ("RAP"). The proposed legislation will also amend both the Rent Ordinance and the [Just Cause for Eviction Ordinance](#) ("JCO") to establish that an owner's failure to annually register tenancy data will result in denial of certain otherwise-allowable rent increases, and will provide an affirmative defense in an eviction action.

Rent Ordinance Amendments

The amendments to the Rent Ordinance require that owners annually report specified tenancy data for covered units as part of the annual registration process. The amendment also requires that owners who have not registered their rental data and who would be otherwise qualified to petition for rent increase in excess of annual CPI-based increases or respond to a tenant's petition for rent decrease will forfeit six months of the allowable increase. The owner will qualify

CED Committee
May 24, 2022

to petition for rent increase or respond to tenants' petitions if they cure the failure to register by properly registering six months prior to serving the rent increase notice on the tenant or six months prior to filing the petition.

Just Cause for Eviction Ordinance Amendment

The amendment to the JCO allows tenants to cite failure to register as a defense to an eviction action citing one of the enumerated allowable "just causes" in the Ordinance under subsection 8.22.260.A.1-10.

BACKGROUND/LEGISLATIVE HISTORY

In 1980, the Oakland City Council passed its first rent control ordinance which established the Housing, Residential Rent Arbitration and Relocation Board (The Board) and the Rent Adjustment Program (RAP) (Oakland No. 9980 C.M.S.). Since then, the Ordinance has been amended many times. The current Ordinance (O.M.C. Section 8.22.010 et seq.) regulates most residential rent increases in Oakland. Additionally, in 2002, the Oakland voters passed the Just Cause for Eviction Ordinance, requiring a property owner to cite one of the eleven enumerated "just causes for eviction" order to serve a notice to quit (O.M.C. Section 8.22.300 et seq.)

In November 2016, Oakland voters passed Measure JJ, which not only extended just cause for eviction protections to residential units built between 1980 and 1996, but also requires owners to obtain RAP approval for any rent increase that exceeds the current year's annual CPI-based increase.

In the City of Oakland's Fiscal Year (FY) 2021-2023 adopted budget, the Oakland City Council allocated \$500,000 for initial startup costs to create a rent registry. In its Budget Policy Directives, the City Council requested an ordinance for consideration by the City Council no later than May 2022.

Oakland's Changing Model

Since its inception, the Oakland Rent Adjustment Program has enforced the Rent Ordinance through a complaint-based model known as "passive" enforcement. This model relies solely on tenant and landlord complaints and resulting petition decisions to resolve disputes and determine allowable rent ceilings and rent increases. Tenants are obligated to file petitions in response to a specific notice of rent increase, and both tenants and owners must go through a RAP petition process to receive a legally binding determination of allowable rent and rent increase.

This approach assumes that both owners and tenants are fully aware of rent regulation policies, as well as their rights under the Rent Ordinance. Furthermore, because the City of Oakland does not collect any rent or tenancy data for units covered by the Ordinance, tenants bear a significant burden to reconstruct their tenancy history and make the case for their own unit's maximum allowable rent. Finally, a "passive" approach generally favors "tenants who are more

knowledgeable about the law, better educated, or have assistance from advocacy groups.”¹ As a result, it is the tenants who have the most resources that file petitions in response to rent increases, whereas the most vulnerable members of the population are far more likely to experience unlawful rent increases and the resulting risk of eviction.

Over the past three years, RAP has been shifting toward an “active” model of rent regulation and enforcement. An “active” rent regulation model depends on extensive outreach to inform tenants and owners about their rights and obligations under existing laws, maintains full and accurate records through reporting requirements for initial rents and eviction proceedings, provides mediation and dispute resolution services, and actively enforces the law when violations are found.

Since 2018, RAP has focused strongly on strengthening its outreach, with a particular focus on African-American, Indigenous, and Latinx neighborhoods that are vulnerable to displacement. During the FY 2018-20 period, RAP expanded its drop-in counseling hours from 12 hours per week to 31 hours per week; this has continued remotely during the Covid-19 pandemic. RAP also nearly tripled its provision of community workshops to 20, as compared to seven during the previous two fiscal years. During the same period, RAP produced and published 16 new additional information sheets and published a “Guide to Rental Housing Law” (available in Spanish, English and Chinese) that provides a comprehensive overview of local and state laws. RAP has also expanded its conflict resolution services by offering tenants and owners who are not participating in RAP’s petition process to request mediation. Owners and tenants who are engaged in the RAP petition process also now receive the offer to participate in a Settlement Conference prior to every hearing. As a result, RAP resolves an ever-increasing number of disputes outside the petition process.

Rent Registry and Active Enforcement

The establishment and maintenance of a rent registry would provide the final step in RAP’s implementation of an “active” model of rent regulation. A rent registry is a database that would allow the RAP to compile key data on rent-stabilized apartments, track allowable rent increases, monitor compliance with the City’s rent and just cause for eviction ordinances, and communicate rental unit data on a regular basis to both owners and tenants. Through collection, monitoring and dissemination of allowable rents and rent increases, a rent registry clearly establishes and makes accessible the rent limits for each covered unit. This in turn eliminates doubt regarding rent maximums and provides a clear basis for both owners and tenants to verify that their rents and rent increases comport with the Rent Ordinance’s requirements.

In addition to the benefits that rent registries provide for rent-regulated units, it is well established that maintenance of a rent registry also provides stronger protections for rental units that are covered only by the Just Cause for Eviction Ordinance. Cities such as Berkeley and Richmond use their rent registries as bases for communicating with both owners and tenants in units where an eviction notice has been served. Registries’ data assist jurisdictions in monitoring compliance with “just cause” rules in a number of ways. First and foremost, registries can be used to determine whether an owner serving the notice is in compliance with

¹ San Francisco Budget Legislative Analyst Office, Policy Analysis Report Re: “Creating a Rent Registry in San Francisco,” April 16, 2019.

all aspects of the Ordinance, and informing tenants who have received eviction notices of their rights and responsibilities – as well as advising them on legal resources. Furthermore, registries allow rent control jurisdictions to monitor rental activity after an owner has evicted a tenant under the Ellis Act, which prohibits rent increases for a specified period of time.

Finally, as compliance with the registration requirement grows, the data collected through maintenance of a rent registry will allow the City of Oakland to form a more comprehensive understanding of citywide rents. Currently, the City of Oakland collects and maintains no data on individual rental units' rents. Collection of this data through a registry will provide a critical means of filling this immense knowledge gap, and will provide the means to make informed, data-driven policy decisions to address affordability, homelessness and displacement.

ANALYSIS AND POLICY ALTERNATIVES

The proposed amendments explicate the registration requirements for property owners and tenants and impose penalties on owners who fail to comply with the registration requirement. These proposed amendments seek to further the City of Oakland's housing, economic, and cultural security by increasing the transparency and accessibility of both rent data and rent increase limits, which in turn will assist both owners and tenants in the maintaining of lawful rents.

The goal of the rent registry is to ensure compliance with existing laws, and the more active enforcement of maintaining lawful rent levels will have a direct and positive impact on vulnerable communities. Tenants in general are more economically vulnerable than homeowners, as their housing costs are not predictable over time in the same way that homeowners' costs are, and their housing expenditures do not build equity. However, African American, Latinx, and Asian populations are of particular concern, as they make up the majority of Oakland's tenant community. The Housing Initiative at Penn has found that African Americans make up 30% of renter households, while another 21% of renters are Latinx, and 15% are Asian.² The same study found that renters in Oakland remain "racially and ethnically segregated," and that "eight of the ten most segregated neighborhoods for African Americans in the entire Bay Area are in Oakland."³ Furthermore, the City of Oakland's Oakland Equity Indicators data indicates that while almost half of renter households are rent burdened – meaning that they spent more than 30% of their annual income on rent – "it was more common among African American and Latino households, with 58.4% and 52.7%, respectively."⁴ Adoption of the proposed amendments will reduce the likelihood of illegal rent increases that could lead to eviction, and will provide an important layer of protection for very vulnerable tenants.

² The Housing Initiative at Penn, "Housing Vulnerability in Oakland, CA," September 2020.

³ Ibid.

⁴ City of Oakland, "2018 Oakland Equity Indicators Report: Measuring Change Toward Greater Equity in Oakland," 2018.

Rent Registries in California

In 2020, RAP contracted an Executive Fellow through FUSE Corps⁵ to research and investigate the use and effectiveness of rent registries. The goal of the RAP/FUSE project was to research and engage with jurisdictions to determine best practices, efficacy, benefits, challenges, and opportunities. The Fellow compiled data on the eight municipalities that had a rent registry in place at the time. In the course of the RAP/FUSE project, information was collected on the tasks and requirements associated with the respective rental registries. The requirements varied according to how actively each municipality enforced their rent ordinance. Finding on these municipalities' tasks/requirements are summarized in **Table A** below:

⁵ FUSE Corps is a non-profit organization that partners with cities on projects that focus on achieving more equitable access to affordable housing, health care, public safety and educational opportunities.

| TABLE A Rent Stabilization Programs' Rent Registry Tasks and/or Requirements by Municipality | | | | | | | | |
|---|----------|------------------|----------------|----------|-----------------|-------------------|-------------|----------------|
| Rent Registry Tasks And/or Requirements | Berkeley | Beverly Hills | East Palo Alto | Richmond | Santa Monica | West Hollywood | San Jose | Los Angeles |
| Requires initial registration of rent | x | x | x | x | x | x | x | x |
| Requires new vacancy registration | x | x | x | x | x | x | x | x |
| Sends notification of annual rent increase/rent adjustment to owners and tenants | x | x | x | x | x | x | x | x |
| Sends tenancy registration information to new tenants for validation | x | x | | x | x | x | x | |
| Sends annual Notice of Apparent Lawful Rent to tenants and owners | x | | x | x | x | | | |
| Issues Maximum Allowable Rent certificates to owners and tenants | x | | x | | | | | x |
| Posts Maximum Allowable Rent info by unit online | x | | | x | x | | | |
| Processes change in unit status forms | x | | | | x | | | |
| Processes Amended Registration Forms | x | x | x | x | x | x | | x |
| Allows new tenants to submit vacancy registration info | x | | | x | x | | | |
| Accepts Rent Increase Notification from owners | | | | x | | | | |
| Accepts "Notice of Ordinance at Commencement of Tenancy" from owners | | | x | | | | x | |
| Requires owners to submit copy of any rent increase notice to stabilization program | | | x | | | | | |
| Sends to new owners and tenants introductory info upon registration and/or ownership change | x | | | | x | x | | |

Additionally, interviews were conducted with rent program staff at the cities of San Jose, East Palo Alto, West Hollywood, Beverly Hills, and Berkeley, all of which require rental unit registration. These cities' staff members were asked a series of questions to determine best practices and observations based on lessons learned through the implementation of their rent registries. Questions included:

- What is the background and history of your registry? How long has it been in place?
- What do you see as benefits of the rent registry in your city?
- How is the rent registry used for enforcement of your city's rent ordinance?
- What is the fee? If there is a penalty for late registration?
- How is compliance with the registration requirement enforced?
- Is there any verification process when tenancy data is reported by property owners?
- What online system/software is used for the rent registry – citywide proprietary or a third-party vendor?
- Why was this system selected? Can you evaluate its functionality?
- How is the rent registry used for outreach? What registration processes are most beneficial for outreach?
- Can you share any challenges and/or lessons learned?

The Fellow concluded through these interviews that the rent registries provide the primary mechanism through which a municipality can achieve compliance with its specific city ordinance. Key findings:

- 1) Rent registries allow city staff to monitor compliance with municipalities' existing rent ordinances. A rent registry specifically assists with compliance through requiring provision of baseline rent data – either initial rent for a tenancy or current rent – which can be used to calculate lawful rent increases.
- 2) Outreach facilitated by rent registries provides important access points for tenants to gain knowledge about their lawful rent levels, as well as other rights under municipalities' rent regulations.
- 3) Allowing both tenants and owners to access the tenancy data for their unit improves understanding of the municipalities' ordinances and reduces petition filings.
- 4) Rent registries maintain agencies' ability to regularly provide outreach to property owners and tenants.
- 5) Data collected through rent registries provide important information that assists cities in assessing rental trends.
- 6) All municipalities utilize an online database system to implement their rent registries. Each city reported varying levels of satisfaction with their database provider.

- 7) Cities that report high compliance rates cite excellent outreach plans as an important factor.

Research conducted by other municipalities supports RAP's findings. In its own survey of various California cities, the San Francisco Budget Analyst Office has found that cities with active enforcement models report "speedy resolution of landlord tenancy complaints because the registry was a source of accurate information which tenants and landlords did not always maintain."⁶ And in his 2015 study of the East Palo Alto Rent Stabilization Program, Stephen Barton found that cities with rent registries have a higher rate of compliance with their jurisdictions' program requirements.⁷

Given these findings, RAP recommends that the council adopt the amendments to the ordinance as proposed. These proposed amendments will apply to units that are covered by the Rent Ordinance, which include rented units in most multifamily properties that were built prior to 1983. Also subject to the proposed registration requirements will be units that are covered by the Just Cause for Eviction Ordinance, which includes most rented single-family homes (provided they were built prior to December 31, 1995) and units whose rents are regulated by a governmental entity or agency like the Oakland Housing Authority.

Units that are exempt from both ordinances will not be subject to the proposed registration requirements. These exempt units include 1) newly constructed units built entirely from the ground up after December 31, 1995; 2) single-family homes where the property owners rents to a single tenant and shares a kitchen or bathroom with the tenant; 3) hospitals, skilled nursing, or health facilities; 4) and non-profits that support the homeless.

Proposed Ordinance Changes

The following is an analysis of the specific proposed ordinance changes to develop and implement a rent registry.

- 1) *Require owners to annually register covered units with the Rent Adjustment Program, including providing current tenancy and other information about the rental unit.*

Every year, prior to the annual fee delinquency date, owners will be required to provide information specific to each residential rental unit covered by both the Rent Regulation and Just Cause for Eviction Ordinances, including but not limited to:

- Tenancy Start Date
- Initial Rent
- Date of Last Rent Increase
- Number of Occupants at inception of tenancy
- Tenant Name(s) and Email Address(es)

⁶ San Francisco Budget Legislative Analyst Office, Policy Analysis Report Re: "Creating a Rent Registry in San Francisco," April 16, 2019.

⁷ *Review of the City of East Palo Alto Rent Stabilization Program*, January 28, 2015, by Stephen Barton, Ph.D.

- Housing services provided at inception of tenancy
- Reason for end of previous tenancy – i.e., voluntary vacancy or eviction; type of eviction.

Provision of the unit-specific data named above will allow the Rent Adjustment Program to maintain a database of each unit's rental information at the mass level. This will in turn allow the program to impose and track allowable annual rent increases as allowed by the Rent Ordinance. Upon provision of the data listed above, owners and tenants will also be able to regularly access and verify their units' rental information. This will allow both parties to enjoy a shared understanding of limitations on the unit's rent, and also to make informed decisions regarding rent increases.

Furthermore, upon provision of the data listed above, RAP staff will be able to more easily determine a unit's current rent as allowed by the Ordinance, which will in turn streamline the process for both tenants' and owners' rent adjustment petitions. Adjustments granted by a hearing examiner can then be directly reflected in the database. Again, this information will be accessible to both owners and tenants, and as such will allow shared knowledge.

Finally, specific information on units can be used for comprehensive outreach, both to owners and tenants. Granular unit information will allow RAP staff to communicate to both parties via individual and mass outreach efforts. It is critical to note that tenants' private information will **not** be publicly available; furthermore, tenant data will be used by RAP staff only for direct outreach and only for matters directly related to their tenancy.

- 2) *Require compliance with tenancy registration in order to file a petition for rent increase or respond to a tenant's petition.*

Owners will be required to comply with the above-stated registration requirements in order to file a petition for rent increase or respond to tenant's petition. Owners who fail to register will forfeit six months of the rent increase. Owners who cure the failure to register, however, will be able to serve a rent increase or file a petition provided that the owner properly registers at least six months prior to filing an owner petition OR six months prior to serving a rent increase notice on a tenant.

The maintenance of a rent registry database will allow Rent Adjustment Program staff to easily make a determination of whether an owner has complied with registration requirements when processing petition filings, which will in turn offer ease and clarity in the granting or denial of increases. Furthermore, imposition of real penalties in the form of denial of otherwise-allowable rent increases provides incentives for owners to ensure that their properties are compliant with the registration requirements.

- 3) *Add failure to register as a defense against an eviction action for units subject to Just Cause for Eviction protections.*

Owners who fail to comply with the registration requirements will face real barriers to evicting their tenants, as the tenants will be able to cite this as an affirmative defense in any eviction action – even if the owner has cited one of the just causes listed in the Ordinance. Requiring owners' compliance with registration requirements in order to carry out an eviction is essential not only as an incentive mechanism, but also to ensure that owners who serve eviction notices

have registered accurate rental information. It will also benefit tenants who receive eviction notices for reasons such as nonpayment, as they will have clear and easy access to their rent information and rent increase limits. Finally, requiring registration of rents in order to carry out an eviction will go far in reducing disputes over whether the tenant's rent and/or rent increase is a legal amount during the eviction process itself.

FISCAL IMPACT

The Fiscal Year (FY) 2021-2023 adopted budget allocated \$500,000 for initial startup costs to research and, if adopted, create a rent registry. In addition, the adopted budget funded 1.0 full-time equivalent (FTE) Project Manager to assist in this endeavor. In the Budget Policy Directives, the City Council requested that the rent registry initiative launch in January 2023.

Three key components are required to meet the deadline and maintain a registry on an ongoing basis:

- 1) **Contract with a software developer** that will create, launch, and support the Rent Registry database according to stated RAP requirements.
- 2) **Perform extensive outreach** to property owners ahead of the launch to apprise them of both the new registration requirements and the process for registration. This outreach will likely take the form of both workshops and direct U.S. mail outreach.
- 3) **Allocate staff** required for RAP to implement and maintain Rent Registry, as well as to monitor and enforce compliance subsequent to launch, see below in **Table B** for details.

Technology/Database Costs

An online database system is an essential piece of maintaining a rent registry. Of the eight cities interviewed by RAP in 2020, all used some form of online database system to host their rent registry and administer their rent program.

In its November memo, RAP staff described the costs of the implementation plan necessary to meet the January 2023 deadline. Staff estimated one-time costs for the database component of the rent registry at \$300,000. This figure is based both on data gathered in the RAP/FUSE project, as well as data gathered by the San Francisco Budget and Legislative Analyst Office in April 2019, which compiled a list of municipalities that created a rent registry and documented those costs. The range was between \$150,000 for West Hollywood with a total of 17,000 rent-controlled units to \$427,000 for Lost Angeles with a total of 600,000 rent-controlled units, with three jurisdictions – Berkeley, East Palo Alto, and San Francisco – all spending \$300,000 despite varying sizes of rent-controlled housing stock.

Ongoing annual costs to support, maintain, and improve the database are estimated at \$50,000. RAP will issue a Request for Proposal for a database system provider upon adoption of the proposed amendments to the Ordinance.

Outreach Costs

RAP's survey of rent control jurisdictions revealed that comprehensive outreach ahead of and during launch of a new rent registry is critical, since a new requirement for owners to engage with new technology in order to comply with registration requirements would represent a significant change to their current RAP obligations. In order to ensure engagement with the new tool and compliance with the new regulation will require a significant outreach effort from RAP. Rent control jurisdictions that have enacted rent registries have attributed high compliance rates to ongoing and multifaceted outreach plans.

In its October 13, 2021, information memo, RAP staff budgeted a one-time expenditure of \$25,000 for outreach. Outreach will require two components:

- 1) A series of workshops in late 2022 and early 2023. These workshops will be conducted by RAP staff, and will be targeted to property owners, which will describe the registration requirement and set expectations for launch in 2023.
- 2) Direct U.S. mail outreach to owners of properties that are highly likely to be subject to tenancy registration requirements. Data from the City of Oakland Finance Department's Business License will be a key resource to target the approximately 8,000 owners who already pay the RAP fee, and will be expected to register their tenancies in the online registration database. In addition, staff will conduct research of Alameda County records to identify other properties that are not currently subject to the RAP fee but could potentially be required to register their units' tenancy information. These include single-family homes for which no homeowner's exemption has been claimed, and for which the owner's mailing address does not match the property address. Once a comprehensive list is gathered, RAP will send direct individual communications to these property owners providing information on the new registration requirement, implications for failure to register, and instructions on how to comply with the new requirement.

Staffing Costs

RAP is funded through the annual payment of registration fees, which are due for any unit covered by either the Rent Ordinance or the Just Cause for Eviction Ordinance. The current fee is \$101 per covered unit. This fee is paid by property owners; one-half of each unit's fee can be passed through to that unit's current tenant upon timely payment of the fee. In this way, the funding of the program is borne by both owners and tenants.

It is proposed that the RAP dedicate for the first year four staff members to staff the implementation and maintenance of the rent registry as part of the agency's Community Engagement and Enforcement (CEE) Unit. The staffing level is based on data gathered from Alameda, Los Angeles, and San Francisco⁸. The median number of FTEs per 10,000 housing units across Los Angeles (600,000 covered units) and Alameda (13,389 covered units) is 0.6.

⁸ San Francisco Budget Legislative Analyst Office, Policy Analysis Report Re: "Creating a Rent Registry in San Francisco," April 16, 2019.

When applied to the estimated 80,000 covered units in Oakland this would equal a staff of approximately 5 FTE. Taking into account advantages gained from economies of scale, a median of 0.4 equates to a staffing level of approximately 4 staff members, including the 1 FTE Project Manager that the FY2021-23 adopted budget funded as part of its initial costs to adopt a rent registry.

The four staff members are proposed as follows:

- 1 FTE Project Manager
- 1 FTE Program Analyst II
- 1 FTE Administrative Analyst I
- 1 FTE Administrative Assistant I

Proposed staff include the existing FTE Project Manager, as well as an existing FTE Program Analyst II and Administrative Analyst I. These three staff members/positions are currently part of RAP's existing staff. The proposed Administrative Assistant I position also is funded in the current RAP budget, though it is currently vacant. Therefore, all four positions are funded as part of RAP's existent budget and as such will have no impact to the agency's registration fee.

Total anticipated costs are outlined in **Table B** below:

| Table B - Estimated Operations and Staffing Costs | | |
|--|------------------|--------------------|
| Projected Costs | One-Time | Ongoing |
| Technology (Estimated) | \$300,000 | \$50,000 |
| Outreach | \$25,000 | \$20,000 |
| Staffing | | |
| - Project Manager | | \$306,548 |
| - Program Analyst II | | \$188,192 |
| - Administrative Analyst I | | \$169,121 |
| - Administrative Assistant I | | \$125,837 |
| Subtotals | \$325,000 | \$789,698 |
| TOTAL | | \$1,114,698 |

PUBLIC OUTREACH / INTEREST

In February 2022, the Rent Adjustment Program staff hosted two stakeholder engagement meetings with representatives of tenant advocacy organizations and property owner advocacy organizations. During these meetings, RAP staff provided an overview of how rent registries are maintained and implemented in various rent control jurisdictions in California and sought

feedback from the meeting participants. RAP staff also outlined possible implementation plans for a rent registry in the City of Oakland.

Tenant stakeholders included representatives from:

- Centro Legal de la Raza
- Eviction Defense Center
- East Bay Community Law Center
- Bay Area Legal Aid
- Causa Justa
- Alliance for Californians for Community Empowerment
- Asian Pacific Islander Legal Outreach
- Legal Assistance for Seniors

Property owner stakeholders included representatives from:

- East Bay Rental Housing Association
- The McConnell Group
- Fried & Williams LLP
- Asian Real Estate Association of America
- Law Offices of Alan J. Horwitz
- In It Together Oakland

Themes of concern and support differed between the groups.

Feedback from tenant organizations focused on 1) their overall support for the rent registry concept, and a belief in the usefulness of collecting tenancy data for more effective implementation of the Rent Ordinance and related outreach; 2) the advantage of tenants being able to look up their unit information and determine whether their unit was subject to or exempt from the Rent Adjustment Program; and 3) support for registration as a requirement for eviction actions with good cause.

Property owners' feedback centered around 1) skepticism that the collection of tenancy data would be beneficial to the implementation of the Rent Adjustment Ordinance, 2) concern that the implementation of a rental registry benefited tenants and not property owners, 3) concerns that the collection of rental data could infringe on privacy, and 4) concerns about the administrative and technical burdens that a rent registry would pose to property owners. Of particular concern was equity and access to technology. Property owners also raised concerns about the possible impacts on fees that are borne by both owners and tenants.

In crafting the approach to implementing a rent registry, RAP has noted these concerns, especially in regard to privacy, equity, and fee impacts. While rent registry data could be the subject of public records acts, RAP has taken into account owners' fears of privacy infringement and will take care to mask and/or group data to avoid revealing personal information and identifying information. Concerns about access to technology are noted as well. This is one of the main reasons that RAP plans extensive outreach to the property owner community during the latter half of 2022. Extensive outreach and training can help owners prepare for the

upcoming requirements so that the registration period itself will be less burdensome. And while RAP's primary rent registry access point will be through an online database, the agency will also create and disseminate registration forms for owners who do not have easy access to a computer. And as for the economic impact, the agency has worked creatively to implement a staffing model that utilizes existing resources so as not to necessitate a fee increase.

COORDINATION

This report and legislation were prepared in coordination with the City Attorney's Office.

SUSTAINABLE OPPORTUNITIES

Economic: While there are no direct economic opportunities associated with this report, the maintenance of a rent registry is expected have a direct impact in the prevention of illegal rent increases, which in turn may reduce evictions associated with illegal rent increases. Thus, the creation and maintenance of a rent registry will amount to a strengthening of tenant protections and act as a stabilizing force in maintaining housing. Housing stability is a necessary component in increasing citizens' economic stability and associated economic opportunities.

Environmental: There are no environmental opportunities associated with this report.

Race and Equity: African-American, Latinx, Asian, and other immigrant communities continue to be the populations most vulnerable to displacement as Oakland's housing crisis continues. Approval of this ordinance and the creation of a rent registry will be a key tool in ensuring transparency in allowable rents. This will in turn enable the city to monitor allowable rents and protect tenants from illegally high housing costs and from unjust evictions and illegal rent increases.

ACTION REQUESTED BY THE CITY COUNCIL

Adopt An Ordinance Amending The Rent Adjustment Ordinance (O.M.C. 8.22.010 Et Seq) And The Just Cause For Eviction Ordinance (O.M.C. 8.22.300 Et Seq) To (1) Create An Annual Registration Requirement For Residential Rental Units In Which Rental Property Owners Of Units Subject To Section 8.22.500.D Shall Be Required To Report Rent And Other Tenancy Information, As Set Forth In Section 8.22.520, (2) Require Owners To Provide Evidence Of Complying With Registration Requirement When Filing Rent Increase Petitions or Responses To Tenant Petitions And (3) To Provide As A Tenant's Affirmative Defense In An Eviction Action The Property Owner's Failure To Comply With Registration Requirements Outlined In O.M.C. 8.22.510.

Edward D. Reiskin, City Administrator


Subject: Amendment to Rent Adjustment Ordinance to Establish Residential Rental Registry

Date: May 24, 2022

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For questions regarding this report, please contact Chanée Franklin Minor at 510.238.3262.

Respectfully submitted,



SHOLA OLATOYE
Director, HCD

Reviewed by:

Emily Weinstein, Deputy Director, HCD

Prepared by:

Chanée Franklin Minor, Program Manager,
Rent Adjustment Program

FILED
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OAKLAND

22 JUN 21 PM 9:28

APPROVED AS TO FORM AND LEGALITY

Kent Quan

CITY ATTORNEY'S OFFICE

INTRODUCED BY COUNCILMEMBER _____

AS REVISED IN COMMITTEE

OAKLAND CITY COUNCIL

ORDINANCE NO. 13695 C.M.S.

ORDINANCE AMENDING THE RENT ADJUSTMENT ORDINANCE (O.M.C. 8.22.010 ET SEQ) AND THE JUST CAUSE FOR EVICTION ORDINANCE (O.M.C. 8.22.300 ET SEQ) TO (1) CREATE AN ANNUAL REQUIREMENT FOR RESIDENTIAL RENTAL UNITS IN WHICH RENTAL PROPERTY OWNERS OF UNITS SUBJECT TO THE RENT PROGRAM SERVICE FEE SHALL BE REQUIRED TO REPORT RENT AND OTHER TENANCY INFORMATION, AS SET FORTH IN SECTION 8.22.520, (2) REQUIRE OWNERS TO PROVIDE EVIDENCE OF COMPLYING WITH RESIDENTIAL RENTAL REGISTRATION REQUIREMENT WHEN FILING RENT INCREASE PETITIONS OR RESPONSES TO TENANT PETITIONS AND (3) TO PROVIDE AS A TENANT'S AFFIRMATIVE DEFENSE IN AN EVICTION ACTION THE PROPERTY OWNER'S FAILURE TO COMPLY WITH REGISTRATION REQUIREMENTS OUTLINED IN O.M.C. 8.22.510

WHEREAS, the City of Oakland contains thousands of residential rental units covered by the Oakland's Rent Ordinance and Just Cause for Eviction Ordinance; and

WHEREAS, rising rents and a housing shortage have increased both the vulnerability and instability of Oakland's tenant population; and

WHEREAS, owners of units subject to the Rent Adjustment Ordinance are not currently required to report their residential rental units' rents to the City; and

WHEREAS, other cities with rent stabilization ordinances employ an active approach to enforcing their rent laws by using registries to register individual tenancies, information about the rental unit, owners, tenants, and rental amounts, and monitor and disseminate information about allowable increases in rent per rental unit to owners and tenants; and

WHEREAS, cities with rent registries include Berkeley, Beverly Hills, East Palo Alto, Los Angeles, Richmond, San Francisco, San Jose, Santa Monica, and West Hollywood; and

WHEREAS, rent registration policies in cities such as Berkeley, Richmond, and East Palo Alto have demonstrated that requirements to report rent data significantly decreases the likelihood of rent overcharge; and

WHEREAS, one study of tenants in Los Angeles, for instance, found that over thirty percent of renters were “incorrect about, or unaware of” the rent stabilization status of their unit, and twenty-seven percent of tenants living in rent-controlled units in Los Angeles were charged rents above allowable amounts under local laws; and

WHEREAS, the Bay Area’s housing shortage necessitates housing policies that will provide more active monitoring of lawful rents and lawful rent increases; and

WHEREAS, rental registries can add much-needed transparency and accountability to the landlord-tenant relationship; and

WHEREAS, a rental registry will also assist the Rent Adjustment Program to calculate what the allowable increases will be for the unit and monitor rental rates to ensure compliance with local laws; and

WHEREAS, a rental registry can help policy makers to understand issues related to rental housing, such as the number of affordable units, rates of eviction, and how often rent increases occur; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. Additions of Sections 8.22.510 and 8.22.520 to Oakland Municipal Code Chapter 8.22, Article IV. Sections 8.22.510 and 8.22.520 of Oakland Municipal Code Chapter 8.22, Article IV is added to Oakland Municipal Code Chapter 8.22, Article IV, as set forth below.

8.22.510 - Annual registration and reporting obligations

- A. Starting on March 1, 2023, Rental Property Owners of units subject to Section 8.22.500.D shall be required to report certain information about their units to the City, as set forth in Section 8.22.530. Rental Property Owners shall report the information using a form prepared by the City. The City Administrator may, in addition or in lieu of a paper form, develop an electronic form or a secure internet website for Rental Property Owners to submit the required information. The City Administrator may also develop procedures for tenants to also report information about their units, but in that event reporting by tenants shall be optional rather than required.
- B. Deadline for Submission of Registration Form. Rental Property Owners shall complete and submit to the City the registration form prior to the delinquency deadline identified in the fee statement.

- C. Failing to Register. A Rental Property Owner of a Covered Unit, as defined in O.M.C. 8.22.020, who fails to substantially comply with the registration requirement, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to register. A Rental Property Owner may cure the failure to register required by this section and not be subject to a forfeiture of a rent increase if the Rental Property Owner substantially complies with the registration requirement six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.

8.22.520 - Content of registration form

The registration form shall include the following information as of the date specified on the form for each unit subject to Section 8.22.500.D:

- A. The address of the rental unit (including rental unit number); and
- B. The name, address, and contact information of each person or entity that is the Rental Property Owner, or if more than one, each Rental Property Owner of the rental unit; and
- C. The name, address, and contact information of each person or entity that is the property manager of the rental unit; and
- D. Current tenancy information, including:
 - a. Tenant name and email address;
 - b. Number of tenants occupying the unit (as listed on original lease or after adding additional occupant(s) as defined in O.M.C. 8.22.020);
 - c. Occupancy status – if occupied, the tenancy start date (tenant move-in date);
 - d. Effective date of last rent increase for each rental unit;
 - e. Amount of initial base rent at inception of tenancy;
 - f. Whether the unit is subsidized or otherwise assisted;
 - g. Amount of security deposit charged at inception of tenancy
- E. Prior tenancy Information, including:
 - a. Ending date of tenancy;
 - b. Reason for end of tenancy –Voluntary, No Fault Eviction, Eviction, or Owner Move-in.
- F. Rental Property Information for the rental unit, including:
 - a. Number of bedrooms and bathrooms;
 - b. Housing services included (water/sewer, refuse/recycle, natural gas, electricity, parking, etc.), along with any additional fees; and
 - c. Whether each unit is sub-metered, master-metered, or unmetered;
- G. The signature of the Rental Property Owner of the rental unit affirming under penalty of perjury that the information provided in the annual registration is true and correct; and
- H. Such other information reasonably requested by the City.

SECTION 2. Amendment of Section 8.22.500 of the Oakland Municipal Code. Sections 8.22.500 of the Oakland Municipal Code is amended as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

8.22.500 Rent program service fee.

- A. Establishment of the Fee. The rent program service fee (the "fee") is hereby established. The fee and any penalties or costs for late or non payment of the fee are dedicated solely to the payment or services and costs of the rent adjustment program and may be used only for the administration, outreach, legal needs, enforcement of Chapter 8.22 (including the rent adjustment program and the Just Cause for Eviction Ordinance), collection of this fee, and other costs of the rent adjustment program and cannot be used for any other purpose. The City Manager shall develop procedures for collection of the fee and ensuring that all funds generated by the fee will be used only for the rent adjustment program. The fee is to be charged against any residential rental unit that is subject to either the Rent Adjustment Ordinance, the Just Cause for Eviction Ordinance, or both.
- B. Definitions.
1. "Rental property owner" includes an owner as defined in the Rent Adjustment Ordinance (O.M.C. 8.22.020) or a landlord as defined in the Just Cause for Eviction Ordinance (Measure EE, Section 4A).
 2. "Tenant" has the same meaning as that term is defined in the Rent Adjustment Ordinance (O.M.C. 8.22.020).
- C. Amount of Fee. The amount of the fee shall be set by the City Council in the master fee schedule. For the city's fiscal years of 2001—2002, and 2002—2003 the fee is set at twenty-four dollars (\$24.00) per covered unit. Each fiscal year the City Manager shall report to the City Council on the costs of the rent adjustment program for the preceding fiscal year and the anticipated costs of the rent adjustment program for the coming year.
- D. Residential Rental Units Subject to the Fee. The fee is to be charged on a per unit basis against all residential rental units that are either covered units or are covered by the Just Cause for Eviction Ordinance, except such residential rental units that are owned or operated by a public entity, including, but not limited to, the City of Oakland, the Redevelopment Agency of the City of Oakland, and the Oakland Housing Authority. A rental property owner who does not timely pay the fee because the rental property owner claims the dwelling unit is not subject to the fee must pay all fees, delinquent charges, interest, and collection costs for any dwelling unit that is found by the city to be subject to the fee. Neither the fact that a rental property owner paid the fee nor that a rental property owner claimed dwelling units are not subject to the fee can be used as evidence in any determination of a petition with the rent adjustment program or in a court proceeding regarding whether the subject dwelling unit is covered by the Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance.

- E. Fee Based on Business Operation. The fee is a fee associated with the operation of a residential rental property business and not a fee based on ownership of real property.
- F. Due Date for Fee. For the first fiscal year of 2001—2002, the fee will be due on March 1, 2002 and will be deemed delinquent if not paid by May 1, 2002. For all subsequent fiscal years, the fee will be due on January 1, and will be deemed delinquent if not paid by March 1.
- G. Passthrough of One-Half of Fee. For rental properties that are covered by the rent adjustment program, a rental property owner may pass through one-half of the fee to a tenant in the year in which it is due, unless the owner does not pay the fee before the date it is deemed ~~late~~delinquent. A rental property owner may not pass through any penalties, delinquent charges, or interest to a tenant. Rental properties that subject to the fee, but are not covered by the rent adjustment program are not subject to the limitation in this Subsection 8.22.500(G).
- H. Delinquent Owner. A rental property owner who has not paid the fee and any charges related to a delinquency in payment of the fee cannot:
 - 1. Respond to a petition brought by a tenant; or
 - 2. Petition for a rent increase.
- I. Delinquent Charges, Interest, and Collection Costs.
 - 1. An owner who does not pay the fee on or before the date it is considered late must pay a delinquency charge according to the following schedule:
 - a. Ten (10) percent of the fee due if paid in full within thirty (30) days of the date it is considered late;
 - b. Twenty-five (25) percent of the fee due if paid in full within sixty (60) days of the date it is considered late;
 - c. Fifty (50) percent if paid after sixty (60) days of the date it is considered late.
 - 2. In addition to the delinquent charges, a rental property owner who fails to remit the fee due by the date it is late shall pay simple interest at the rate of one percent per month or fraction thereof on the amount of the fee inclusive of delinquent charges from the date the fee is late.
 - 3. A rental property owner who has not paid the fee by the end of the fiscal year in which it is due may also be assessed the city's costs of collecting the fee, including the city's administrative costs of collection and any attorney's fees whether incurred by the City Attorney's Office or by outside counsel.
 - 4. The amount of any fee, delinquent charges, interest, and collection costs imposed by Chapter 8.22 shall be deemed a debt to the city and any rental property owner carrying on a residential rental business without paying the fee and/or any delinquent charges, interest or collection costs shall be liable in an action in the name of the city in any court of competent jurisdiction, for the amount of the fee and any tax and delinquent charges, interest or collection costs imposed. An action to collect the fee must be commenced

within three years of the date the fee became due. An action to collect delinquent charges, interest or collection costs for nonpayment of the fee must be commenced within three years of the date such accrues.

- J. Severability. This O.M.C. Article 8.22.500 shall be liberally construed to achieve its purposes and preserve its validity. If any provision or clause of this Chapter or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Chapter which can be given effect without the invalid provision or application; and to this end the provisions of this Chapter are declared to be severable and are intended to have independent validity.
- K. Nonwaiverability. Any provision, whether oral or written, in or pertaining to a rental agreement whereby any provision of this O.M.C. Chapter 8.22, Article IV (8.22.500) is waived or modified, is against public policy and void.
- L. Effective Date.
 - 1. The ordinance codified in this O.M.C. Chapter 8.22, Article IV (8.22.500) takes effect this section chapter take effect pursuant to Section 216 of the Oakland City Charter.
 - 2. For rental units covered only by the Just Cause for Eviction Ordinance (O.M.C. Chapter 8.22 Article II (8.22.300)) and not by the Rent Adjustment Ordinance (O.M.C. Chapter 8.22 Article I (8.22.100)), the fee shall be charged to such rental units in the fiscal year beginning July 1, 2003.

SECTION 3. Amendment of Section 8.22.090 of the Oakland Municipal

Code. Sections 8.22.090 of the Oakland Municipal Code is amended as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

8.22.090 - Petition and response to filing procedures.

A. Tenant Petitions.

- 1. Tenant may file a petition regarding any of the following:
 - a. A rent increase was given that is not based on the CPI rent adjustment, banking; and/or a final decision in an owner petition;
 - b. The owner set an initial rent in excess of the amount permitted pursuant to Section 8.22.080 (Rent increases following vacancies);
 - c. A rent increase notice failed to comply with the requirements of Subsection 8.22.070H;
 - d. The owner failed to give the tenant a notice in compliance with Section 8.22.060 and State law;
 - e. The owner decreased housing services to the tenant;
 - f. The tenant alleges the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Subsection 8.22.070 D.6;

- g. The owner fails to reduce rent on the month following the expiration of the amortization period for capital improvements, or to pay any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.
 - h. The owner noticed a rent increase of more than the ten (10) percent annual limit or that exceeds the rent increase limit of thirty (30) percent in five years.
 - i. The petition is permitted by the Just Cause for Eviction Ordinance (Measure EE) O.M.C. 8.22.300 or its regulations.
 - j. The petition is permitted by the Ellis Act Ordinance, O.M.C. 8.22.400, or its regulations.
 - k. The tenant contests an exemption from this O.M.C. 8.22, Article I or Article II.
 - l. The tenant claims the owner has received reimbursements for any portion of cost or financing of capital improvements after a capital improvement rent increase has been approved, and has not prorated and refunded such reimbursement.
 - m. After a rent increase imposed for an additional occupant as defined by Section 8.22.020, the owner fails to reduce the rent following a decrease in occupancy.
2. For a petition contesting a rent increase, the petition must be filed as follows:
- a. If the owner provided written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy:
 - i. The petition must be filed within ninety (90) days of the date the owner serves the rent increase notice if the owner provided the RAP notice with the rent increase; or
 - ii. The petition must be filed within one hundred twenty (120) days of the date the owner serves the rent increase if the owner did not provide the RAP notice with the rent increase.
 - b. If the owner did not provide written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy, within ninety (90) days of the date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.
3. For a petition claiming decreased housing services
- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed at any time but is limited in restitution for three years before the petition is filed. within ninety (90) days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or

- ii. The date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.
 - b. If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.
4. In order to file a petition or respond to an owner petition, a tenant must provide the following at the time of filing the petition or response:
 - a. A completed tenant petition or response on a form prescribed by the rent adjustment program;
 - b. Evidence that the tenant's rent is current or that the tenant is lawfully withholding rent; and
 - c. A statement of the services that have been reduced or eliminated, if the tenant claims a decrease in housing services;
 - d. A copy of the applicable citation, if the tenant claims the rent increase need not be paid because the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Section 8.22.070D.6.
 5. A tenant must file a response to an owner's petition within thirty (30) days of service of the notice by the rent adjustment program that an owner petition was filed.
- B. Owner Petitions and Owner Responses to Tenant Petitions.
1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner must provide the following:
 - a. Evidence of possession of a current City business license;
 - b. Evidence of payment of the rent adjustment program service fee;
 - c.
 - i. Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed;
 - ii. After March 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;
 - d. A completed response or petition on a form prescribed by the rent adjustment program; and
 - e. Documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption.
 2. An owner must file a response to a tenant's petition within thirty (30) days of service of the notice by the rent adjustment program that a tenant petition was filed.

SECTION 4. Amendment of Section 8.22.360 of the Oakland Municipal

Code. Sections 8.22.360 of the Oakland Municipal Code is amended as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

8.22.360 - Good cause required for eviction.

A. No landlord shall endeavor to recover possession, issue a notice terminating tenancy, or recover possession of a rental unit in the city of Oakland unless the landlord is able to prove the existence of one of the following grounds:

1. The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent then due and requiring its payment within a period, stated in the notice, of not less than three days. However, this subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law.
2. The tenant has continued, after written notice to cease, to substantially violate a material term of the tenancy other than the obligation to surrender possession on proper notice as required by law, provided further that notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.
3. The tenant, who had an oral or written agreement with the landlord which has terminated, has refused after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration and under such terms which are materially the same as in the previous agreement; provided, that such terms do not conflict with any of the provisions of this Chapter. [O.M.C. Chapter 8.22, Article II].
4. The tenant has willfully caused substantial damage to the premises beyond normal wear and tear and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time.
5. The tenant has continued, following written notice to cease, to be so disorderly as to destroy the peace and quiet of other tenants at the property.
6. The tenant has used the rental unit or the common areas of the premises for an illegal purpose including the manufacture, sale, or use of illegal drugs.
7. The tenant has, after written notice to cease, continued to deny landlord access to the unit as required by state law.

8. The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession of the rental unit for his or her occupancy as a principal residence where he or she has previously occupied the rental unit as his or her principal residence and has the right to recover possession for his or her occupancy as a principal residence under a written rental agreement with the current tenants.
9. The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession for his or her own use and occupancy as his or her principal residence, or for the use and occupancy as a principal residence by the owner of record's spouse, domestic partner, child, parent, or grandparent.
 - a. Here the owner of record recovers possession under this Subsection (9) [Paragraph 8.22.360 A.9], and where continuous occupancy for the purpose of recovery is less than thirty-six (36) months, such recovery of the residential unit shall be a presumed violation of this Chapter.
 - b. The owner of record may not recover possession pursuant to this subsection more than once in any thirty-six (36) month period,
 - c. The owner must move in to unit within three (3) months of the tenant's vacation of the premises.
 - d. Reserved.
 - e. A landlord may not recover possession of a unit from a tenant under Subsection 6(A)(9) [8.22.360 A.9], if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit:
 - i. Has been residing in the unit for five (5) years or more; and
 - (a) Is sixty (60) years of age or older; or
 - (b) Is a disabled tenant as defined in the California Fair Employment and Housing Act (California Government Code § 12926); or
 - ii. Has been residing in the unit for five (5) years or more, and is a catastrophically ill tenant, defined as a person who is disabled as defined by Subsection (e)(i)(b) [8.22.360 A.9.e.i.b]] and who suffers from a life threatening illness as certified by his or her primary care physician.
 - f. The provisions of Subsection (e) [8.22.360 A.9.e] above shall not apply where the landlord's qualified relative who will move into the unit is 60 years of age or older, disabled or catastrophically ill as defined by Subsection (e) [8.22.360 A.9.e], and where every rental unit owned by the landlord is occupied by a tenant otherwise protected from eviction by Subsection (e) [8.22.360 A.9.e].
 - g. A tenant who claims to be a member of one of the classes protected by Subsection 6(A)(9)(e) [8.22.360 A.9.e] must submit a statement, with supporting evidence, to the landlord. A landlord may challenge a tenant's claim of protected status by requesting a hearing with the Rent Board. In the Rent Board hearing, the tenant shall have the burden of proof to show protected status. No civil or criminal liability shall be imposed upon a landlord for challenging a tenant's claim of protected status. The Rent Board shall adopt rules and regulations to implement the hearing procedure.

- h. Once a landlord has successfully recovered possession of a rental unit pursuant to Subsection 6(A)(9) [8.22.360 A.9], no other current landlords may recover possession of any other rental unit in the building under Subsection 6(A)(9) [8.22.360 A.9]. Only one specific unit per building may undergo a Subsection 6(A)(9) [8.22.360 A.9] eviction. Any future evictions taking place in the same building under Subsection 6(A)(9) [8.22.360 A.9] must be of that same unit, provided that a landlord may file a petition with the Rent Board or, at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevents him or her from occupying a unit which was previously the subject of a Subsection 6(A)(9) [8.22.360 A.9] eviction. The Rent Board shall adopt rules and regulations to implement the application procedure.
 - i. A notice terminating tenancy under this Subsection must contain, in addition to the provisions required under Subsection 6(B)(5) [8.22.360 B.5]:
 - i. A listing of all property owned by the intended future occupant(s).
 - ii. The address of the real property, if any, on which the intended future occupant(s) claims a homeowner's property tax exemption.
10. The owner of record, after having obtained all necessary permits from the City of Oakland on or before the date upon which notice to vacate is given, seeks in good faith to undertake substantial repairs that cannot be completed while the unit is occupied, and that are necessary either to bring the property into compliance with applicable codes and laws affecting health and safety of tenants of the building, or under an outstanding notice of code violations affecting the health and safety of tenants of the building.
- a. Upon recovery of possession of the rental unit, owner of record shall proceed without unreasonable delay to effect the needed repairs. The tenant shall not be required to vacate pursuant to this section, for a period in excess of three months; provided, however, that such time period may be extended by the Rent Board upon application by the landlord. The Rent Board shall adopt rules and regulations to implement the application procedure.
 - b. Upon completion of the needed repairs, owner of record shall offer tenant the first right to return to the premises at the same rent and pursuant to a rental agreement of substantially the same terms, subject to the owner of record's right to obtain rent increase for capital improvements consistent with the terms of the Oakland Residential Rent Arbitration Ordinance or any successor ordinance.
 - c. A notice terminating tenancy under this Subsection 6(A)(10) [8.22.360 A.10] must include the following information:
 - i. A statement informing tenants as to their right to payment under the Oakland Relocation Ordinance.
 - ii. A statement that "When the needed repairs are completed on your unit, the landlord must offer you the opportunity to return to your unit with a rental agreement containing the same terms as your original one and with the same rent (although landlord may be able to obtain a rent increase under the

Oakland Residential Rent Arbitration Ordinance [O.M.C. Chapter 8.22, Article I)."

- iii. Reserved.
 - iv. An estimate of the time required to complete the repairs and the date upon which it is expected that the unit will be ready for habitation.
 11. The owner of record seeks to remove the property from the rental market in accordance with the terms of the Ellis Act (California Government Code Section 7060 et seq.).
- B. The following additional provisions shall apply to a landlord who seeks to recover a rental unit pursuant to Subsection 6(A) [8.22.360 A]:
1. The burden of proof shall be on the landlord in any eviction action to which this order is applicable to prove compliance with Section 6 [8.22.360].
 2. A landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Subsection 6(A) [8.22.360 A] above is stated in the notice and that ground is the landlord's dominant motive for recovering possession and the landlord acts in good faith in seeking to recover possession.
 3. Where a landlord seeks to evict a tenant under a just cause ground specified in Subsections 6(A)(7, 8, 9, 10, 11) [8.22.360 A.7, 8, 9, 10, 11], she or he must do so according to the process established in CCC § 1946 (or successor provisions providing for 30 day notice period); where a landlord seeks to evict a tenant for the grounds specified in Subsections 6(A)(1, 2, 3, 4, 5, 6) [8.22.360 A.1, 2, 3, 4, 5, 6], she or he must do so according to the process established in CCP § 1161 (or successor provisions providing for 3 day notice period).
 4. Any written notice as described in Subsection 6(A)(2, 3, 4, 5, 7) [8.22.360 A.2, 3, 4, 7] shall be served by the landlord prior to a notice to terminate tenancy and shall include a provision informing tenant that a failure to cure may result in the initiation of eviction proceedings.
 5. Subsection 6(B)(3) [8.22.360 B.3] shall not be construed to obviate the need for a notice terminating tenancy to be stated in the alternative where so required under CCP § 1161.
 6. A notice terminating tenancy must additionally include the following:
 - a. A statement setting forth the basis for eviction, as described in Subsections 6(A)(1) [8.22.360 A.1] through 6(A)(11) [8.22.360 A.11];
 - b. A statement that advice regarding the notice terminating tenancy is available from the Rent Board.
 - c. Where an eviction is based on the ground specified in Subsection 6(A)(9) [8.22.360 A.9], the notice must additionally contain the provisions specified in Subsection 6(A)(9)(i) [8.22.360 A.9.i].
 - d. Where an eviction is based on the ground specified in Subsection 6(A)(10) [8.22.360 A.10], the notice must additionally contain the provisions specified in Subsection 6(A)(10)(c) [8.22.360 A.10].

- e. Failure to include any of the required statements in the notice shall be a defense to any unlawful detainer action.
7. Within ten (10) days of service of a notice terminating tenancy upon a tenant, a copy of the same notice and any accompanying materials must be filed with the Rent Board. Each notice shall be indexed by property address and by the name of the landlord. Such notices shall constitute public records of the City of Oakland, and shall be maintained by the Rent Board and made available for inspection during normal business hours. Failure to file the notice within ten (10) days of service shall be a defense to any unlawful detainer action.
- C. Reserved.
- D. Substantive limitations on landlord's right to evict. This subsection (D) [8.22.360 D] is intended as both a substantive and procedural limitation on a landlord's right to evict.
1. In any action to recover possession of a rental unit pursuant to Section 6 [8.22.360], a landlord must allege and prove the following:
 - a. the basis for eviction, as set forth in Subsection 6(A)(1) through 6(A)(11) [8.22.360 A.1 through 8.22.360 A.11] above, was set forth in the notice of termination of tenancy or notice to quit;
 - b. that the landlord seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive;
 2. If landlord claims the unit is exempt from this ordinance, landlord must allege and prove that the unit is covered by one of the exceptions enumerated in Section 5 [8.22.350] of this Chapter. Such allegations must appear both in the notice of termination of tenancy or notice to quit, and in the complaint to recover possession. Failure to make such allegations in the notice shall be a defense to any unlawful detainer action.
 3. A landlord's failure to comply with the obligations described in Subsections 7(D)(1) or (2) [sic] [8.22.360 D.1 or 8.22.360 D.2] shall be a defense to any action for possession of a rental unit.
 4. In any action to recover possession of a rental unit filed under subsection 8.22.360 A.1, it shall be a defense if the landlord impeded the tenant's effort to pay rent by refusing to accept rent paid on behalf of the tenant from a third party, or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Acceptance of rental payments made on behalf of the tenant by a third party shall not create a tenancy between the landlord and the third party as long as either the landlord or the tenant provide written notice that no new tenancy is intended.
 5. A Landlord's failure to fully comply with any applicable law requiring payment of relocation benefits to the tenant, such as those provided by Articles III, VII, and VIII of this Chapter and Chapter 15.60 of the Oakland Municipal Code, including

but not limited to amount and timing, shall be a defense to any action for possession of a rental unit.

6. Notwithstanding any change in the terms of a tenancy pursuant to Civil Code Section 827, a tenant may not be evicted for a violation of a covenant or obligation that was not included in the tenant's written or oral rental agreement at the inception of the tenancy unless: (1) the change in the terms of the tenancy is authorized by the Rent Ordinance or California Civil Code Sections 1947.5 or 1947.12, or required by federal, state, or local law, or regulatory agreement with a government agency; or (2) the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new term as part of the rental agreement and in exchange for valid consideration.
 7. In any action to recover possession of a rental unit filed under subsection 8.22.360 A.1-10, it shall be a defense if the landlord failed to substantially comply with O.M.C. 8.22.510.
- E. In the event that new state or federal legislation confers a right upon landlords to evict tenants for a reason not stated herein, evictions proceeding under such legislation shall conform to the specifications set out in this Chapter [O.M.C. Chapter 8.22, Article II].
- F. The City Council is authorized to modify the Just Cause for Eviction Ordinance (Measure EE, O.M.C., Chapter 8, Article II (8.22.300 et seq.)) for the purpose of adding limitations on a landlord's right to evict, but the City Council may not modify any exemption from the ordinance from which this section is derived contained in Section 8.22.350.

Section 5. Notice to Housing Providers. The City Administer is directed to cause notice of this Ordinance to be mailed to all residential rental property owners, according to the business tax certification records of the Revenue Management Bureau, within 90 days of final adoption of this Ordinance.

Section 6. CEQA. This action is exempt from the California Environmental Quality Act ("CEQA") under the following, each as a separate and independent basis, including but not limited to, the following: CEQA Guideline Section 15378 (regulatory actions), Section 15061 (b) (3) (no significant environmental impact), and Section 15183 (actions consistent with the general plan and zoning).

SECTION 7. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 8. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

SECTION 9. No Effect on Emergency Ordinance. Nothing in this ordinance is intended to affect, supersede, or replace any protections provided by the Eviction Moratorium Emergency Ordinance (CMS 13589) enacted on March 27, 2020, as modified by Ordinance Nos. 13594 C.M.S. and 13606 C.M.S.

SECTION 10. Findings Regarding Just Cause for Eviction Ordinance. Provided Pursuant to Civil Code Section 1946.2. The City Council finds that the Just Cause for Eviction Ordinance is consistent with Civil Code Section 1946.2 (as enacted by the Tenant Protection Act of 2019), and, in comparison to Civil Code Section 1946.2, further limits the reasons for termination of residential tenancy, provides additional tenant protections, and, in conjunction with other City ordinances, provides for higher relocation assistance amounts. The City Council finds that the Just Cause for Eviction Ordinance as amended herein is more protective than the provisions of Civil Code Section 1946.2.

SECTION 11. Directions to the City Administrator. The City Administrator is directed to work with the Rent Board to develop regulations defining substantial compliance and directives on mandatory and optional fields, to return to Council for approval.

IN COUNCIL, OAKLAND, CALIFORNIA,

JUN 21 2022

PASSED BY THE FOLLOWING VOTE:

AYES – FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND
PRESIDENT FORTUNATO BAS **- 8**

NOES – ~~0~~
ABSENT – ~~0~~
ABSTENTION ~~0~~

ATTEST:



ASHA REED

City Clerk and Clerk of the Council of the
City of Oakland, California

Introduction Date

JUN 7 2022

Date of Attestation: June 23, 2022

NOTICE AND DIGEST

ORDINANCE AMENDING THE RENT ADJUSTMENT ORDINANCE (O.M.C. 8.22.010 ET SEQ) AND THE JUST CAUSE FOR EVICTION ORDINANCE (O.M.C. 8.22.300 ET SEQ) TO (1) CREATE AN ANNUAL REQUIREMENT FOR RESIDENTIAL RENTAL UNITS IN WHICH RENTAL PROPERTY OWNERS OF UNITS SUBJECT TO THE RENT PROGRAM SERVICE FEE SHALL BE REQUIRED TO REPORT RENT AND OTHER TENANCY INFORMATION, AS SET FORTH IN SECTION 8.22.520, (2) REQUIRE OWNERS TO PROVIDE EVIDENCE OF COMPLYING WITH RESIDENTIAL RENTAL REGISTRATION REQUIREMENT WHEN FILING RENT INCREASE PETITIONS OR RESPONSES TO TENANT PETITIONS AND (3) TO PROVIDE AS A TENANT'S AFFIRMATIVE DEFENSE IN AN EVICTION ACTION THE PROPERTY OWNER'S FAILURE TO COMPLY WITH REGISTRATION REQUIREMENTS OUTLINED IN O.M.C. 8.22.510

An Ordinance Amending The Rent Adjustment Ordinance (O.M.C. 8.22.010 Et Seq) And The Just Cause For Eviction Ordinance (O.M.C. 8.22.300 Et Seq) To (1) Create An Annual Registration Requirement For Residential Rental Units In Which Rental Property Owners Of Units Subject To The Rent Program Service Fee Shall Be Required To Report Rent And Other Tenancy Information, (2) Require Owners To Provide Evidence Of Complying With Registration Requirement When Filing Rent Increase Petitions or Responses To Tenant Petitions, And (3) To Provide As A Tenant's Affirmative Defense In An Eviction Action The Property Owner's Failure To Comply With Registration Requirements Outlined In O.M.C. 8.22.510.

2023 JAN 12 AM 8:29

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

INTRODUCED BY COUNCILMEMBER _____
OFFICE OF THE CITY CLERK
OAKLAND

REVISED
OAKLAND CITY COUNCIL

ORDINANCE NO. 13710 C.M.S.

**ORDINANCE AMENDING THE RENT REGISTRY ORDINANCE
(ORDINANCE NO. 13695 C.M.S.) TO MODIFY THE INITIAL
SUBMISSION DEADLINE FOR RENT REGISTRY REGISTRATION
FORMS FROM MARCH 1, 2023 TO JULY 1, 2023**

WHEREAS, the City Council adopted Ordinance No. 13695 C.M.S. on June 21, 2022, which amended The Rent Adjustment Ordinance (O.M.C. 8.22.010 et seq) And The Just Cause For Eviction Ordinance (O.M.C. 8.22.300 et seq) to (1) create an annual requirement for residential rental units in which rental property owners of units subject to the Rent Program Service Fee shall be required to report rent and other tenancy information, as set forth in Section 8.22.520, (2) require owners to provide evidence of complying with residential rental registration requirement when filing rent increase petitions or responses to tenant petitions and (3) to provide as a tenant's affirmative defense in an eviction action the property owner's failure to comply with registration requirements outlined in O.M.C. 8.22.510; and

WHEREAS, the Ordinance No. 13695 C.M.S. requires owners of residential rental property to register their rental units' rents for the first time by March 1, 2023, and imposes penalties if owners fail to substantially comply with the registration requirement; and

WHEREAS, a high compliance rate with the rent registration requirement is critical to the establishment of a robust rent registry that will assist the City in its goal of monitoring rents and limiting rent overcharges; and

WHEREAS, the City of Oakland's Rent Adjustment Program is tasked with developing and implementing the rent registration process and conducting initial outreach to Oakland property owners so that they may comply with the rent registration requirements; and

WHEREAS, the Rent Adjustment Program has identified that a modification of the initial registration deadline is necessary to fully develop the online rent registry, add critical staff, conduct widespread outreach, and educate/support Oakland property owners in the rent registration process so as to allow a high rate of compliance with the Ordinance requirements during the first year of implementation; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Section 8.22.510 of Oakland Municipal Code. Section 8.22.510 of the Oakland Municipal Code is amended as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

8.22.510 - Annual registration and reporting obligations

- A. Starting on March 1, 2023, Rental Property Owners of units subject to Section 8.22.500.D shall be required to report certain information about their units to the City, as set forth in Section 8.22.5320. Rental Property Owners shall report the information using a form prepared by the City. The City Administrator may, in addition or in lieu of a paper form, develop an electronic form or a secure internet website for Rental Property Owners to submit the required information. The City Administrator may also develop procedures for tenants to also report information about their units, but in that event reporting by tenants shall be optional rather than required.
- B. Deadline for Submission of Registration Form. ~~For 2023,~~ Rental Property Owners shall complete and submit to the City the registration form ~~prior to the delinquency deadline identified in the fee statement~~ on or before July 1, 2023. For all subsequent years, the deadline shall be March 1.
- C. Failing to Register. A Rental Property Owner of a Covered Unit, as defined in O.M.C. 8.22.020, who fails to substantially comply with the registration requirement, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to register. A Rental Property Owner may cure the failure to register required by this section and not be subject to a forfeiture of a rent increase if the Rental Property Owner substantially complies with the registration requirement six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.

SECTION 2. Amendment of Section 8.22.090 of Oakland Municipal Code. Section 8.22.090 of the Oakland Municipal Code is amended as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

8.22.090 - Petition and response to filing procedures.

A. Tenant Petitions and Responses.

- 1. Tenant may file a petition regarding any of the following:
 - a. A rent increase was given that is not based on the CPI rent adjustment, banking; and/or a final decision in an owner petition;
 - b. The owner set an initial rent in excess of the amount permitted pursuant to Section 8.22.080 (Rent increases following vacancies);

- c. A rent increase notice failed to comply with the requirements of Subsection 8.22.070H;
 - d. The owner failed to give the tenant a notice in compliance with Section 8.22.060 and State law;
 - e. The owner decreased housing services to the tenant;
 - f. The tenant alleges the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Subsection 8.22.070 D.6;
 - g. The owner fails to reduce rent on the month following the expiration of the amortization period for capital improvements, or to pay any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.
 - h. The owner noticed a rent increase that exceeds the annual limit as provided in Section 8.22.070 A.2. or that exceeds the rent increase limit of thirty percent (30%) in five (5) years.
 - i. The petition is permitted by the Just Cause for Eviction Ordinance (Measure EE) O.M.C. 8.22.300 or its regulations.
 - j. The petition is permitted by the Ellis Act Ordinance, O.M.C. 8.22.400, or its regulations.
 - k. The tenant contests an exemption from this O.M.C. 8.22, Article I or Article II.
 - l. The tenant claims the owner has received reimbursements for any portion of cost or financing of capital improvements after a capital improvement rent increase has been approved, and has not prorated and refunded such reimbursement.
 - m. After a rent increase imposed for an additional occupant as defined by Section 8.22.020, the owner fails to reduce the rent following a decrease in occupancy.
 - n. A primary tenant overcharges a subtenant in violation of the regulations. Only a subtenant may file a petition for this reason.
2. For a petition contesting a rent increase, the petition must be filed as follows:
- a. If the owner provided written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy:
 - i. The petition must be filed within ninety (90) days of the date the owner serves the rent increase notice if the owner provided the RAP notice with the rent increase; or
 - ii. The petition must be filed within one hundred twenty (120) days of the date the owner serves the rent increase if the owner did not provide the RAP notice with the rent increase.
 - b. If the owner did not provide written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy, within ninety

(90) days of the date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.

3. For a petition claiming decreased housing services:
 - a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed within ninety (90) days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
 - ii. The date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.
 - b. If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.
4. In order to file a petition or respond to petition, a tenant, including a subtenant contesting overcharges by a primary tenant, must provide the following at the time of filing the petition or response:
 - a. A completed tenant petition or response on a form prescribed by the rent adjustment program;
 - b. Evidence that the tenant's rent is current or that the tenant is lawfully withholding rent;
 - c. A statement of the services that have been reduced or eliminated, if the tenant claims a decrease in housing services;
 - d. A copy of the applicable citation, if the tenant claims the rent increase need not be paid because the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Section 8.22.070D.6; and
 - e. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the opposing party (owner, subtenant, or primary tenant).
5. A tenant must file a response to an owner's or subtenant's petition within thirty (30) days of service of the petition.

B. Owner Petitions and Owner Responses to Tenant Petitions.

1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner must provide the following:
 - a. Evidence of possession of a current City business license;
 - b. Evidence of payment of the rent adjustment program service fee;

- c. i. Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed;
 - ii. After ~~March~~ July 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;
 - d. A completed response or petition on a form prescribed by the rent adjustment program;
 - e. Documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption; and
 - f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.
2. An owner must file a response to a tenant's petition within thirty (30) days of the service of the tenant petition.
 3. Section 8.22.090 B. shall not apply to primary tenant responses to subtenant petitions.

SECTION 3. CEQA. This action is exempt from the California Environmental Quality Act ("CEQA") under the following, each as a separate and independent basis, including but not limited to, the following: CEQA Guideline Section 15378 (regulatory actions), Section 15061 (b) (3) (no significant environmental impact), and Section 15183 (actions consistent with the general plan and zoning).

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 5. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA,

DEC 06 2022

PASSED BY THE FOLLOWING VOTE:

AYES – FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO ~~AND~~ ⁷

~~PRESIDENT FORTUNA TO BAS~~

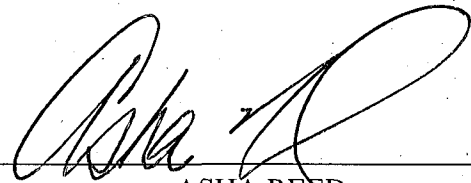
NOES – ~~0~~

ABSENT – ~~0~~

ABSTENTION – ~~0~~

1 Excused - Bas

ATTEST:



ASHA REED

City Clerk and Clerk of the Council of the
City of Oakland, California

Date of Attestation:

January 12, 2023

Introduction Date

NOV 01 2022

NOTICE AND DIGEST

**ORDINANCE AMENDING THE RENT REGISTRY ORDINANCE
(ORDINANCE NO. 13695 C.M.S.) TO MODIFY THE INITIAL
SUBMISSION DEADLINE FOR RENT REGISTRY REGISTRATION
FORMS FROM MARCH 1, 2023 TO JULY 1, 2023**

This Ordinance amends the Rent Registry Ordinance to modify the initial submission deadline for rent registry registration forms from March 1, 2023 to July 1, 2023.

2022 OCT 13 PM 4: 18

FILED
OFFICE OF THE CITY CLERK
OAKLAND

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89479 C.M.S.

RESOLUTION ADOPTING AMENDMENTS TO THE RENT ADJUSTMENT PROGRAM REGULATIONS APPROVED BY THE HOUSING RESIDENTIAL RENT AND RELOCATION BOARD TO CLARIFY SUBSTANTIAL COMPLIANCE WITH THE RENT REGISTRY ORDINANCE (ORDINANCE NO. 13695 C.M.S.)

WHEREAS, on June 21, 2022, the City Council adopted Ordinance No. 13695, which amended the Rent Adjustment Ordinance and Just Cause for Eviction Ordinance to create an annual registration requirement for units covered by the Rent Adjustment Ordinance or the Just Cause Ordinance (“Rent Registry Ordinance”); and

WHEREAS, Section 11 of the Rent Registry Ordinance directed the City Administrator to work with the Rent Board to develop regulations defining substantial compliance and directives on mandatory and optional fields, to return to Council for approval; and

WHEREAS, on September 8, 2022, the Housing, Residential Rent and Relocation Board (“HRRRB”) approved amending the Rent Adjustment Regulations as set forth in Exhibit A and now returns such Regulations to the City Council for approval in accordance with Council’s directive; and

WHEREAS, the Rent Registry Ordinance requires owners of residential rental property to register their properties by March 1 every year and imposes penalties if owners fail to substantially comply with the registration requirement; and

WHEREAS, clarifying the concept of substantial compliance in regulations will assist property owners in complying with the rental registration requirements and clarify the applicability of penalties for failure to register as set forth in OMC 8.22.50; now, therefore, be it

RESOLVED: That Section 8.22.510 as set forth in Exhibit A is hereby added to the Rent Adjustment Regulations.

IN COUNCIL, OAKLAND, CALIFORNIA,

NOV 1 2022

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND
PRESIDENT FORTUNATO BAS - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:



ASHA REED

City Clerk and Clerk of the Council of the
City of Oakland, California

Exhibit A to Resolution Adopting Regulations for the Rent Registry Ordinance
(Ordinance. No. 12695 C.M.S.)

Amendment to Rent Adjustment Regulations

Section 8.22.510

A Rental Property Owner shall be found in substantial compliance with Registration requirements when: (1) the Rental Property Owner has made a good faith effort to comply with the Registration Requirement in OMC 8.22.510; and (2) the Rental Property Owner has cured any defect in compliance in a timely manner after receiving notice of a deficiency from the Rent Adjustment Program. An owner who cures a defect within the time period indicated in the notice of deficiency shall have complied in timely manner.

If certain information is unknown to a Rental Property Owner, and the Rental Property Owner is not able to ascertain exact information through legal means and reasonable efforts (including, but not limited to, inquiring existing tenants and requesting City records, as applicable), the Rental Property Owner may report requested information on information and belief, or note that information provided is approximate, or state that the requested information is unknown. A Rental Property Owner who reports the required information in accordance with the foregoing shall be deemed to have substantially complied with the reporting requirements of OMC 8.22.510.

Accordingly, when a Rental Property Owner reports information required by OMC 8.22.510 under penalty of perjury, such information shall be considered to be reported on information and belief where the owner does not have direct, firsthand knowledge of the requested information, and an owner or manager shall not be penalized for failure to report information accurately or stating it is unknown, so long as they have reported the requested information "to the best of the owner's or manager's knowledge."

The form of certification under penalty of perjury shall be as follows:

I have used all reasonable diligence in preparing this statement. I have reviewed the statement, and, to the best of my knowledge, the information contained herein is true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I have provided the most accurate approximation possible based on information and belief where possible or, where such approximation is not feasible, I have stated that the information is unknown. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DRAFT

CITY DATA ADDENDUM

This City Data Addendum ["Addendum"] is Exhibit 1 to the Professional Services Agreement between the City of Oakland ["City"] and [VENDOR'S NAME] ["Contractor"] to provide Mobile Parking Payment Services ["Agreement"] as is set forth with specificity therein and is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms of this Addendum shall prevail but only with respect to the matters stated herein.

1. Statutory Framework

The Agreement will require Contractor to develop, implement and operate a mobile parking payment system ["System"] that, at a minimum, will enable customers to remotely pay for parking sessions using mobile phones or mobile devices through Contractor's mobile software application, website, and/or phone number for City-controlled paid parking ["Services"]. Contractor's Services may also support daily or monthly permits by zone and merchant validation and will required Contractor to collect from the users of its System, a broad range of "personal information"¹ and "sensitive personal information"² the use and protections of which are governed by both the California Consumer Privacy Act ["CCPA"]³ and the Consumer Privacy Rights Act ["CPRA"]⁴

Therefore, Contractor avers and covenants to comply with the requirements of both the CCPA and the CPRA at all times while providing its services under the Agreement.

¹ It identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

² ~~It~~ contains some or all of the following;

- social security, driver's license, state identification card, or passport number
- account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account

³ Cal. Civ. Code Section 1798 *et. seq.*

⁴ The CPRA is more accurately described as an amendment of the CCPA. The CPRA specifically states that it "amends" existing provisions of Title 1.81.5 of the California Civil Code (currently known as the CCPA) and "adds" new provisions (related to the establishment of the California Privacy Protection Agency) ~~and~~.

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2. Ownership of City Data

All data, files, documentation, information, communications, media, whether intangible or tangible, whether provided directly or indirectly by Contractor to perform the Services, together with any and all results of Contractor's performance of the Services, including all data Contractor accesses, collects, modifies, develops as work product, or otherwise generates while providing its Services to City under this Agreement, whether pursuant or incidental to the purposes of the Agreement, whether or not delivered to the City, shall be the exclusive property of, and all ownership rights therein shall vest in, the City (collectively "City Data").⁵

To the extent necessary, Contractor hereby assigns to the City, the rights to City Data which arise out of, or are developed in connection with or are the results of, Contractor's Services.

3. Use of City Data

3.1 By Contractor

Contractor avers and covenants to

- Comply with the City's Surveillance Technology Ordinance [OMC 9.64]
- PAC-approved impact report and use policy
- anonymize the City Data and take such other steps as may be required to assure that personally identifiable or personally sensitive information are not visible to City staff at any time for any reason.

Commented [FM1]: Is this possible? I thought part of the challenge is that the OMC holds staff accountable but not vendors...

⁵ The only exception being those elements of City Data which are publicly known or available.

DRAFT

- not sell⁶ or share⁷ City Data to
- only use City Data to fulfill its obligations to City under the Agreement, to
- comply with the terms of the Agreement, to
- implement security safeguards, to
- not combine City Data with personal information received from others, to
- notify City when it uses subcontractors and to
- pass through the Agreements' terms and conditions to any subcontractors it uses.

Contractor shall fully indemnify City for any third-party claims against City resulting from Contractor's use of City Data in violation of this Addendum's provisions.

3.2 By City

By agreement with the Privacy Advisory Commission, City's access to City Data shall be limited to authorized staff and used only as permitted by City's Surveillance Use Policy [Attachment XXX] and as required by City's parking enforcement responsibilities [Attachment YYY] which include but, are not limited to, shaping parking policies and practices to better support the City's Parking Principles and developing a more equitable mobility system. In this regard, only designated DOT and Finance Department staff will have access through unique portal credentials to the following *anonymized* City Data Contractor stores:

Commented [FM2]: Is this felicitous?

1. Estimating parking demand, occupancy, and revenues
2. Evaluating parking payment options
3. Monitoring demand-responsive parking areas and compliance

⁶ The CCPA defines a sale as "...renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to another business or a third party for monetary or other valuable consideration."

⁷ The CCPA defines sharing as "...renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information ... to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged."

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4. Reconciling payment transactions with total parking revenues received
5. Promoting compliance and enforcing parking restrictions, permits, and payment
6. Reviewing contested parking citations
7. Remitting user transaction fees to Providers via invoices

4. Contractor's System Security

This Agreement requires Contractor to store City Data in Contractor's certified data center[s] which are external to the City's premises and administered by Contractor for the purposes of this Agreement ["System"]. City's Data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the Data could seriously harm the City and possibly third parties.

Contractor acknowledges that City, in entering into this Agreement with Contractor, is relying upon Contractor's professional expertise, know-how, judgment, experience and its representations in its System Security Plan [Attachment ZZZ] that the integrity of the security, availability and processing of its System- protects and preserves the confidentiality and privacy of the City Data. Contractor warrants that its System has been accredited under industry recognized standards [e.g., SOC 2] and that, at all times, Contractor will maintain and ensure that the Data remains secure and does not through any of Contractor's actions or lack of action thereof- become vulnerable to unauthorized access by third parties.

Contractor avers and covenants to continue to take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the operation of the Contractor's business. Without limiting the foregoing, Contractor will continue to use reasonable efforts to establish and maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use,

DRAFT

access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the operation of Contractor's business.

Contractor agrees to maintain the City's Data and to not disclose such information except as required to perform hereunder or as required by law. Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$XX,000,000. Such insurance shall be maintained in force at all times during the term of this Agreement.

Commented [FM3]: Should we reference Risk Manager's Schedule Q?

Notwithstanding as may be otherwise provided in this Agreement and with the exception of those instances for which the City is responsible, Contractor avers and covenants to be solely responsible for restoring and correcting any corruption to City's Data that occur by reason of Contractor's actions or lack thereof, including ransomware attacks upon Contractor and to fully indemnify the City for any claims against City resulting from corruptions of the City Data and other injuries ensuing from, but not limited to, the herein aforesaid events.

5. DATA INCIDENTS

a. Contractor shall be responsible for managing the correction of unauthorized disclosure of, access to, or use of any City Data however they may occur ("Data Incidents").

b. In case of a Data Incident, or if Contractor confirms or suspects a Data Incident, Contractor shall: (1) promptly, and in any case within 24 hours, notify City by email, telephone, in person, or by other real-time, in-person communication; (2) cooperate with City and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to City in notifying injured third parties; and (3) otherwise comply with applicable laws governing data breach notification and response.

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c. In addition, if the Data Incident results from Contractor's other breach of this Agreement or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Contractor shall (i) compensate City for any reasonable expense related to notification of consumers and (ii) provide 2 years of credit monitoring service to any affected individual.

d. Contractor shall give City prompt access to such records related to a Data Incident as City may reasonably request. City will treat such records as Contractor's Confidential Information pursuant to **Section [INSERT](Confidential Information) of the Agreement.** Contractor is not required to give City access to records that might compromise the security of Contractor's other users. City will coordinate with Contractor on the content of any intended public statements or required notices for the affected individuals and/or notices to the relevant authorities regarding the Data Incident(s).

6. Termination of the Agreement

Upon termination of the Agreement for any reason, Contractor shall send all City Data to City within ten (10) days of the date of termination. Contractor may not keep copies of the City Data after that point. For the purposes of this provision, Contractor's Assignment of the Agreement under Section XXX [Assignment], Bankruptcy under Section YYY [Bankruptcy] or cessation of business shall be considered a Termination of the Agreement.

OAKLAND POLICE DEPARTMENT

Alcohol Tobacco and Firearms (ATF)

2022 Annual Report

OPD ATF Taskforce

The OPD ATF Taskforce supports firearm-related investigations. The firearm investigations are often associated with Crime Guns identified through the National Integrated Ballistic Information Network (NIBIN), unserialized firearms (Ghost Guns), Convicted Felons in possession of firearms, and the tracing or tracking of firearms through E-Trace. The Taskforce also provides OPD CID with access to forensic resources to support investigations involving gun violence in Oakland. The Taskforce also provides resources to the OPD Crime Gun Intelligence Center (CGIC). OPD CGIC utilizes the National Integrated Ballistic Information Network (NIBIN), which provides crucial intelligence about firearms-related crimes committed in Oakland and the San Francisco Bay Area. ATF Special Agents and OPD Taskforce Officer/s frequently respond to assist several Bay Area Law Enforcement Agencies and the Oakland Police Department to conduct investigations of individuals or groups who victimize Oakland residents. The Taskforce also supports the Ceasefire program in the adoption of State firearm cases involving repeated violent Felons identified through Ceasefire.

Staffing

- 1. Number of full and part-time OPD officers assigned to ATF Task Force:** One full-time Officer. One full-time NIBIN analyst is currently assigned to OPD to assist with analytical data related to NIBIN Investigations.
- 2. Number of hours worked as ATF Task Force Officer:** Regular 40 hours per week. However, the current task force officer remains flexible and can be assigned to other OPD operations based on OPD needs and priorities and whether or not there are active investigations.
- 3. Funding source for ATF Task Force Officer Salary:** OPD Budget – funded by OPD General Purpose Fund. Overtime related to ATF OPD Taskforce investigations are funded by the ATF.

Other Resources Provided

- 1. Communication equipment:** ATF handheld radio, cellular phone & laptop computer.
- 2. Surveillance equipment:** ATF owns and installs utility pole cameras which are utilized in some cases. A court order w/ judicial approval is required prior to any installation.
- 3. Clerical/administrative staff hours:** NIBIN Analyst: Regular 40 hours per week.
- 4. Funding sources for all the above:** ATF Budget.

Cases

1. Number of cases ATF Task Force Officer was assigned to: Ten – a breakdown of these cases provided below:

a) ATF was notified of a subject selling firearms. This subject would transport firearms in between states. Often this subject would utilize the federal postal service to have his firearms delivered. ATF was able to execute several search warrants and arrest this subject.

b) ATF conducted a preliminary investigation in the 7200 – 7300 block of Bancroft Ave known as “Greenside” this investigation was to locate and arrest any known subjects engaged in violent behavior or in possession of firearms.

c) ATF along with VCOC conducted a surveillance operation in the Brookfield area of Oakland. The object of this operation was to arrest several known gang members who had warrants issues for their arrest.

d) ATF Oakland initiated a case involving multiple subjects suspected of trafficking firearms in the California Bay Area, as well as to Mexico, primarily utilizing Instagram. The case was initiated by CHP who was monitoring the social media accounts of multiple subjects related to the case. Numerous postings of firearms trafficking have been observed, which included several firearms with identifiable serial numbers. Firearm traces were initiated on the serial numbers which traced back to a straw purchaser in Utah which already had enforcement action initiated by ATF SLC. It was later discovered that the targets of the Utah investigation were trafficking firearms from Utah to Oakland where they were sold to individuals including the Oakland based trafficking group. To date, ATF has executed six federal search warrants and four federal arrest warrants regarding this case. Approximately 22 firearms have been recovered to date, and all SW's/AW's have been executed without incident. The subject has participated in numerous conversations about the sale and purchase of firearms, including machineguns, AK-47's and AR-15's.

e) San Leandro PD issued an arrest warrant of a subject for armed robbery. San Leandro detectives and OPD collaborated and shared information and were able to positively identify the subject and his vehicle used in the robbery. The subject appeared in San Francisco Federal courts on a separate sentencing hearing. After the hearing, the subject was taken into custody for his outstanding warrant by ATF. The subject was transported to San Leandro PD. While the subject was in custody, a search warrant was executed at their residence in Oakland and a firearm was recovered.

f) California Department of Corrections and Rehabilitation (CDCR) attempted a compliance check of a subject at his listed Parole address. The subject fled the residence upon the Parole Agents arrival. A parole search of his residence was conducted revealing two rifles (PMFs) and a pistol with an obliterated serial number. ATF conducted a separate search warrant and arrested the subject.

g) US Marshalls and ATF conducted a surveillance operation for a subject who had an outstanding warrant out of Texas. A firearm was located during the arrest. Future federal charges are pending.

h) ATF CI informed ATF of an individual engaged in trafficking firearms and Glock switches.

Over the course, the CI and TFO purchased various firearms, silencers, and a Glock switch from the subject through five undercover buy/walk operations. A search warrant was conducted and over 700 switches and various illegal firearms were recovered.

2. Number of “duty to warn” cases: None

3. General types of cases: Firearms investigations, NIBIN/CGIC investigations and Federally adopted State firearm cases.

4. Number of times the ATF asked OPD to perform/OPD declined to perform: None.

a. Reason for OPD declination (e.g. insufficient resources, local/state law): N/A

Note: When criteria is met for federal charging, consideration is provided to ATF through a task force officer.

Operations

1. Number of times use of undercover officers were approved: 0
2. **Number of instances where OPD Task Force officer managed informants: 0**
3. **Number of cases involving informants that ATF Task Force Officer worked on:** All cases except adopted cases.
4. **Number of requests from outside agencies (e.g. ICE) for records or data of OPD:** None.
 - a. **Number of such requests that were denied:** N/A
 - b. **Reason for denial:** N/A
5. **Whether ATF Task Force Officer was involved in any cases where USPER (U.S. person status) information was collected:** No.

Training and Compliance

1. **Description of training given to ATF Task Force Officer by OPD to ensure compliance with Oakland and California law:** The OPD officer assigned to the ATF Task Force follows all OPD policies and has received several trainings, including but not limited to: continual professional training, Procedural Justice Training and annual firearms training. The officer has also reviewed all provisions of the ATF Task Force MOU.
2. **Date of last training update:** Continuous Professional Training, 2022, Undercover course.
3. **Frequency with which ATF Task Force Officer briefs OPD supervisor on cases:** Weekly

Actual and Potential Violations of Local/State Law

1. **Number of actual violations:** There were zero reportable potential or actual violations of law or policy during the reporting period.
2. **Number of potential violations:** Same answer as above.
3. **Actions taken to address actual or potential violations:** The officer follows OPD policies. OPD leadership consults with the Office of the City Attorney to ensure that all policies conform to State and Federal laws.
4. **Recommendations by OPD to address prevention of future violations:** OPD will continue to consult with the Office of the City Attorney to ensure that personnel continue to follow federal, state, and local laws and policies. Going forward, they will consult on a

biannual basis. OPD will also consult with the Privacy Advisory Commission about any proposed changes.

Suspicious Activity Reports (SARs) and Northern California Regional Intelligence Center (NCRIC)

- 1. Whether OPD Task Force Officer submits SARs to NCRIC: No**
- 2. Whether OPD officer receives SAR information: No**

Command Structure for OPD Task Force Officer

- 1. Reports to whom at ATF? Resident Agent in Charge (RAC) Christopher Bailey.**
- 2. Reports to whom at OPD? Act Lieutenant Steve Valle.**



OAKLAND POLICE DEPARTMENT

Drug Enforcement Agency (DEA) Task Force

2022 Annual Report

OPD DEA Task Force

The DEA State and Local Task Force combines federal leverage and the specialists available to the DEA with state and local officers' investigative talents and detailed knowledge of their jurisdiction to lead drug law enforcement investigations. The DEA shares resources with state and local officers, thereby increasing the investigative possibilities available to all. Participation in DEA Task Forces also allows the DEA to pay for the overtime and investigative expenses of participating police agencies.

Staffing

1. **Number of full and part time Oakland Police Department (OPD officers assigned to DEA Task Force:** One full-time officer
2. **Number of hours worked as DEA Task Force Officer:** Regular 40 hours per week.
3. **Funding source for DEA Task Force Officer salary:** OPD Budget

Other Resources Provided

1. **Communication equipment:** OPD handheld radio, cellular phone
2. **Surveillance equipment:** None.
3. **Clerical/administrative staff hours:** None
4. **Funding sources for all the above:** OPD Budget

Cases

1. **Number of cases DEA Task Force Officer was assigned to:** – case detail breakdown:

The goal of the Taskforce is to conduct targeted investigations into specific drug trafficking organizations (DTO) and the individuals within the DTOs who are engaged in high level narcotics distribution and trafficking. By conducting these longer federal investigations, the Taskforce can ensure entire DTO's are dismantled. Confronting and weakening DTOs closes off specific avenues in which drugs flow into the community. The Taskforce focuses primarily on heroin, methamphetamine, fentanyl, and cocaine trafficking; the Taskforce does not conduct any marijuana investigations.

Below is a summary of the cases worked on in 2022:

Oakland RO TFG Airport Interdiction

Oakland Resident Office Taskforce group (RO TFG) have been working in conjunction with the Alameda County Sheriff's Office, Oakland International Airport Insider Threat Task Force. Oakland International Airport is a transit point for drug trafficking and bulk cash smuggling. To date, Oakland RO TFG have seized approximately \$220,000 in bulk currency suspected to be drug proceeds or utilized to facilitate drug trafficking.

It should be noted that the TFO position was vacant for most of the year. The current TFO joined the task force in January 2023, and is currently undergoing DEA training.

2. **Number of "duty to warn" cases:** None
3. **General types of cases:** Narcotics investigations and money laundering investigations
4. **Number of times the DEA asked OPD to perform/OPD declined to perform:** None
 - a. **Reason for OPD declination (e.g. insufficient resources, local/state law):** N/A

Operations

1. **Number of times OPD officers were involved in undercover investigations:** OPD personnel were assigned in plain clothes or undercover capacity to approximately six investigations.
2. **Number of instances where OPD Task Force officer managed informants:** OPD TFO has three active informants.
3. **Number of informant-involved cases in which the OPD DEA Task Force Officer actively participated:** All
4. **Number of requests from outside agencies (e.g. ICE) for records or data of OPD:** None
 - a. **Number of such requests that were denied:** N/A
 - b. **Reason for denial:** N/A
5. **Whether DEA Task Force Officer was involved in any cases where USPER (U.S. person status) information was collected:** No

Training and Compliance

1. **Description of training given to DEA Task Force Officer by OPD to ensure compliance with Oakland and California law:** The OPD officer assigned to the DEA Task Force follows all OPD policies and has received several police trainings, including but not limited to: continual professional training, Procedural Justice Training and annual firearms training. The officer has also reviewed all provisions of the DEA Task Force MOU.
2. **Date of last training update:** Continuous professional training (CPT) (yearly).
3. **Frequency with which DEA Task Force Officer briefs OPD supervisor on cases:** Weekly

Actual and Potential Violations of Local/State Law

1. **Number of actual violations:** There were zero reportable potential or actual violations of law or policy during the reporting period.
2. **Actions taken to address actual or potential violations:** The officer follows OPD policies, except where DEA policies are more restrictive. OPD leadership consults with the Office of the City Attorney to ensure that all policies conform with State and Federal

laws. Going forward, OPD will consult with the Office of the City Attorney on a biannual basis.

- 3. Recommendations by OPD to address prevention of future violations:** OPD will continue to consult with the Office of the City Attorney to ensure that personnel continue to follow federal, state, and local laws and policies. OPD will also consult with the Privacy Advisory Commission about any proposed changes.

Suspicious Activity Reports (SARs) and Northern California Regional Intelligence Center (NCRIC)

- 1. Whether OPD Task Force Officer submits SARs to NCRIC:** No.
- 2. Whether OPD officer receives SAR information:** No.

Command Structure for OPD Task Force Officer

- 1. Reports to whom at DEA?** HIDTA Task Force Group Supervisor Justin Zapanta.
- 2. Reports to whom at OPD?** Act. Lieutenant Steve Valle.



OAKLAND POLICE DEPARTMENT

FBI Child Exploitation Taskforce

2022 Annual Report

OPD FBI Child Exploitation Taskforce Mission:

The mission of the Child Exploitation and Human Trafficking Task Force (CEHTTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and rescue victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

The taskforce follows the following goals and priorities:

1. To rescue victims of sex trafficking that are being exploited on both city streets and through internet crimes.
2. To arrest those individuals who are in violation of prostituted related offenses including 647(a), 647(b), 653.23 P.C, 266 PC, 236.1 PC.
3. To gather intelligence and possibly initiate/pursue investigations on cases involving Human Trafficking or other criminal acts.
4. To assist OPD/FBI investigators on any open/active criminal case. Utilize Federal, state, and local resources to locate victims of Human Trafficking and Child Exploitation and look for opportunities to prosecute the subjects Federally.

The defined priority threats that are aligned with the mission of the CEHTTFs are:

1. Child Abductions (Non-Ransom and Ransom)
2. Production/Manufacturing of Child Pornography
3. Sextortion
4. Electronic Groups/Organizations/Enterprises for Profit
5. Travelers/Enticement
6. Traders/Distributors of Child Pornography
7. Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity
8. Human Trafficking
9. Child Sex Trafficking
10. Adult Sex Trafficking
11. Forced Labor
12. Domestic Servitude
13. International Parental Kidnapping
14. Possessors of Child Pornography
15. Child Sex Tourism
16. Unlawful Flight to Avoid Prosecution – Parental Kidnapping

17. All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction

Staffing

1. **Number of full and part time Oakland Police Department (OPD officers assigned to FBI Task Force:** All Part-Time: (1 Lieutenant, 1 Sergeant and 2 Officers work Part-time Overtime Juvenile Rescue and Internet Crimes Against Children Operations)
2. **Number of hours worked as FBI Task Force Officer:** Each part-time TFO works on average 8 hours a week.
3. **Funding source for FBI Task Force Officer salary:** FBI

Other Resources Provided

1. **Communication equipment:** OPD handheld radio, cellular phone
2. **Surveillance equipment:** Cellebrite machine, GoPro camera
3. **Clerical/administrative staff hours:** None
4. **Clerical/administrative equipment:** laptop computers, hard drives, vehicle usage
5. **Funding sources for all the above:** OPD Budget funds all OPD personnel standard salary and benefits; the FBI in 2022 reimbursed OPD for overtime expenses worked by the federally-deputized OPD members.

Cases

1. **Number of cases FBI Task Force Officer was assigned to:** 7 separate cases; the taskforce conducted over 43 operations in the city of Oakland related to these cases. The results were the following:
 - a. One hundred and twenty-three (123) female adults were arrested for solicitation of prostitution (647(a) and (b) PC). They were all offered resources by a combination of several non-profit sexual assault advocate agencies.
 - b. Sixty (60) male adults were arrested for solicitation of prostitution (647(a) and (b) PC). The Special Victim Section followed up with "Dear John" letters to applicable residences.
 - c. Eleven (11) female juveniles were rescued from Human trafficking. They were all provided resources by a combination of several non-profit sexual assault advocate agencies.
 - d. Nine (9) sex traffickers were arrested and charged with human trafficking (236.1, 266 PC) as a direct result of operations.
 - e. The OPD/FBI VICE/Child Exploitation Unit Task Force vetted hundreds of child pornography cyber tips in 2022. This resulted in over 100 search warrants. Seven (7) subjects were arrested and prosecuted for Child Pornography (311.11 PC).
 - f. The OPD/FBI VICE/Child Exploitation Unit Task Force has provided unmarked vehicles for the use of human trafficking investigations and operations.
 - g. In September 2022, The OPD/FBI VICE/Child Exploitation Unit Task Force received a cyber tip regarding an active sexual assault that was documented in child pornography. The OPD/FBI VICE/Child Exploitation Unit Task Force quickly executed arrest and search warrants. (Oakland PD RD#22-040972).
1. **Number of "duty to warn" cases:** None

2. **General types of cases:** Human Trafficking and Internet Crimes
3. **Number of times the FBI asked OPD to perform/OPD declined to perform:** None
 - a. **Reason for OPD declination (e.g. insufficient resources, local/state law):** N/A

Operations

1. **Number of times OPD officers were involved in undercover investigations:** 43
Operations that included undercover officers
2. **Number of instances where OPD Task Force officer managed informants:** None
3. **Number of informant-involved cases in which the OPD FBI Task Force Officer actively participated:** None
4. **Number of requests from outside agencies (e.g. ICE) for records or data of OPD:** None
 - a. **Number of such requests that were denied:** N/A
 - b. **Reason for denial:** N/A
5. **Whether FBI Task Force Officer was involved in any cases where USPER (U.S. person status) information was collected:** No

Training and Compliance

1. **Description of training given to FBI Task Force Officer by OPD to ensure compliance with Oakland and California law:** The OPD officer assigned to the FBI Task Force follows all OPD policies and has received several police trainings, including but not limited to: Continual Professional Training (CPT), Procedural Justice Training and annual firearms training. OPD VICE/CEU Officers have attended collaborative FBI surveillance training and monthly Innocence Lost meetings. The officer has also reviewed all provisions of the FBI Task Force MOU.
2. **Date of last training update:** FBI taskforce training in April 2022
3. **Frequency with which FBI Task Force Officer briefs OPD supervisor on cases:** Weekly

Actual and Potential Violations of Local/State Law

1. **Number of actual violations:** There were zero reportable potential or actual violations of law or policy during the reporting period.
2. **Number of potential violations:** Same answer as above.
3. **Actions taken to address actual or potential violations:** The officer follows OPD policies. OPD leadership consults with the Office of the City Attorney to ensure that all policies conform to State and Federal laws.
4. **Recommendations by OPD to address prevention of future violations:** OPD will continue to consult with the Office of the City Attorney to ensure that personnel continue to follow federal, state, and local laws and policies. Going forward, they will consult on a biannual basis. OPD will also consult with the Privacy Advisory Commission about any proposed changes.

Suspicious Activity Reports (SARs) and Northern California Regional Intelligence Center (NCRIC)

1. **Whether OPD Task Force Officer submits SARs to NCRIC:** No.
2. **Whether OPD officer receives SAR information:** No.

Command Structure for OPD Task Force Officer

1. **Reports to whom at FBI?** Resident Agent in Charge (RAC) Martha Parker
2. **Reports to whom at OPD?** Task Officer reports to Sergeant of the SVS/VICE unit, who is currently Sgt. Marcos Campos. The Sergeant reports to the Lieutenant of Special Victims Section is Lt. Alan Yu.



OAKLAND POLICE DEPARTMENT

Federal Bureau of Investigations (FBI)

Violent Crimes / Safe Streets Taskforce

2022 Annual Report

OPD FBI Violent Crimes Taskforce

The OPD FBI Violent Crimes Taskforce which falls under The FBI's Safe Streets initiative, is a collaborative effort to address violence crimes within our community. The task force pursues violent gangs through sustained, proactive, coordinated and intelligence led investigations to obtain prosecutions that will further public safety while reducing harm and law enforcement's footprint.

Staffing

1. **Number of full and part time OPD officers assigned to FBI Task Force:** Two full-time officers.
2. **Number of hours worked as FBI Task Force Officer:** Regular 40 hours per week. However, the task force officers are often assigned to other OPD operations based on OPD needs and priorities and whether there are active investigations.
3. **Funding source for FBI Task Force Officer salary:** OPD Budget.

Other Resources Provided

1. **Communication equipment:** None.
2. **Surveillance equipment:** None.
3. **Clerical/administrative staff hours:** None.
4. **Funding sources for all the above:** OPD Budget.

Cases

1. **Number of cases FBI Task Force Officer was assigned to:** Fourteen – a breakdown of these cases provided below:
 - a. Three of the cases are ongoing homicide and felony assault cases involving criminal street gangs in the City of Oakland, as well as other Bay Area cities.
 - b. There are eleven additional ongoing homicide cases in which the FBI Evidence Response Team (ERT) has processed evidence in these cases. The cases are all still ongoing; therefore, more detailed information cannot be released currently.
2. **Number of "duty to warn" cases:** N/A
3. **General types of cases:** Homicides and Felony Assault cases involving suspects identified in violent gangs / groups.
4. **Number of times the FBI asked OPD to perform/OPD declined to perform:** None.

- a. Reason for OPD declination (e.g. insufficient resources, local/state law): N/A

Operations

1. Number of times OPD officers were involved in undercover investigations: Three
2. Number of instances where OPD Task Force officer managed informants: None.
3. Number of informant-involved cases in which the OPD FBI Task Force Officer actively participated: Three.
4. Number of requests from outside agencies (e.g. ICE) for records or data of OPD: None.
 - a. Number of such requests that were denied: N/A
 - b. Reason for denial: N/A
5. Whether FBI Task Force Officer was involved in any cases where USPER (U.S. person status) information was collected: No.

Training and Compliance

1. Description of training given to FBI Task Force Officer by OPD to ensure compliance with Oakland and California law: The OPD officers assigned to the FBI Task Force follow all OPD policies and are required to attend and comply with all trainings requirements for OPD officers. They are all currently up to date with their required annual / policy trainings. The officers have also reviewed all provisions of the FBI Task Force MOU.
2. Date of last training update: December 2022
3. Frequency with which FBI Task Force Officer briefs OPD supervisor on cases: Weekly

Actual and Potential Violations of Local/State Law

1. Number of actual violations: There were zero reportable potential or actual violations of law or policy during the reporting period.
2. Number of potential violations: Same answer as above.
3. Actions taken to address actual or potential violations: The officers follow OPD policies. OPD leadership consults with the Office of the City Attorney to ensure that all policies conform to State and Federal laws.
4. Recommendations by OPD to address prevention of future violations: OPD will continue to consult with the Office of the City Attorney to ensure that personnel continue to follow federal, state, and local laws and policies. OPD will also consult with the Privacy Advisory Commission about any proposed changes.

Suspicious Activity Reports (SARs) and Northern California Regional Intelligence Center (NCRIC)

1. Whether OPD Task Force Officer submits SARs to NCRIC: No.
2. Whether OPD officer receives SAR information: No.

Command Structure for OPD Task Force Officer

1. **Reports to whom at FBI?** Supervisory Special Agent Darin Heideman
2. **Reports to whom at OPD?** Lieutenant Hamann Nguyen



OAKLAND POLICE DEPARTMENT

Secret Service

2022 Annual Report

OPD United States Secret Service (USSS) Agreement

OPD and the USSS formalized an agreement related to the USSS Bay Area Identify Theft Strike Force / Electronic Crimes Task Force ("Task Force"). The Memorandum of Understanding (MOU) was signed by both parties in 2009 and articulates rules for reimbursement of participating OPD officers when working overtime on official Task Force investigations.

Staffing

1. **Number of full and part time OPD officers assigned to USSS Task Force:** One part-time officer, who also assists in Criminal Investigations Division (CID) general Crimes.
2. **Number of hours worked as USSS Task Force Officer:** Currently the task force officer spends most of his time in the General Crimes office and works with the USSS to assist with active investigations as needed. The assigned officer also uses the USSS task force to assist with digital forensic searches including computers and cell phones.
3. **Funding source for USSS Task Force Officer salary:** OPD Budget – funded by OPD General Purpose Fund.

Other Resources Provided

1. **Communication equipment:** OPD handheld radio, cellular phone.
2. **Surveillance equipment:** None.
3. **Clerical/administrative staff hours:** None.
4. **Funding sources for all the above:** OPD Budget.

Cases

1. **Number of cases USSS Task Force Officer was assigned to:** This past year the USSS assisted OPD with approximately fifteen cell phone searches for felony assault and robbery investigations. The USSS has provided OPD with equipment and training to download video surveillance from digital video recorders (DVR's). The USSS also provided OPD with equipment and training to conduct investigations on digital currency investigations.
2. **General types of cases:** Fraud and identity theft investigations
3. **Number of times the USSS asked OPD to perform/OPD declined to perform:** None.
 - a. **Reason for OPD declination (e.g., insufficient resources, local/state law):** N/A

Operations

1. **Number of times OPD officers were involved in undercover investigations:** None
2. **Number of instances where OPD Task Force officer managed informants:** None.
3. **Number of informant-involved cases in which the OPD USSS Task Force Officer actively participated:** None
4. **Number of requests from outside agencies (e.g., ICE) for records or data of OPD:** None.
 - a. **Number of such requests that were denied:** N/A
 - b. **Reason for denial:** N/A
5. **Whether USSS Task Force Officer was involved in any cases where USPER (U.S. person status) information was collected:** No.

Training and Compliance

1. **Description of training given to USSS Task Force Officer by OPD to ensure compliance with Oakland and California law:** The OPD officer assigned to the USSS Task Force follows all OPD policies and has received several trainings, including but not limited to: continual professional training (CPT), Procedural Justice Training and annual firearms training. The officer has also reviewed all provisions of the USSS Task Force MOU.
2. **Date of last training:** Sep 2021 CPT. January 2022 video surveillance recovery, September 2023 Digital currency investigations.
3. **Frequency with which USSS Task Force Officer briefs OPD supervisor on cases:** Daily

Actual and Potential Violations of Local/State Law

1. **Number of actual violations** There were zero reportable potential or actual violations of law or policy during the reporting period.
2. **Number of potential violations:** Same answer as above.
3. **Actions taken to address actual or potential violations:** The officer follows OPD policies. OPD leadership consults with the Office of the City Attorney to ensure that all policies conform to State and Federal laws.
4. **Recommendations by OPD to address prevention of future violations:** OPD will continue to consult with the Office of the City Attorney to ensure that personnel continue to follow federal, state, and local laws and policies. Going forward, they will consult on a biannual basis. OPD will also consult with the Privacy Advisory Commission about any proposed changes.

Suspicious Activity Reports (SARs) and Northern California Regional Intelligence Center (NCRIC)

1. **Whether OPD Task Force Officer submits SARs to NCRIC:** No.
2. **Whether OPD officer receives SAR information:** No.

Command Structure for OPD Task Force Officer

1. **Reports to whom at USSS?** Special Agent in Charge (SAIC) Sean Bradstreet
2. **Reports to whom at OPD?** Sergeant Alexis Nash and Lieutenant Omar Daza-Quiroz



OAKLAND POLICE DEPARTMENT United States Marshals Service (USMS) 2022 Annual Report

OPD USMS Taskforce

The USMS is responsible for enforcing federal court orders and serves as the administrative custodian of all federal warrants until they are executed or dismissed. The USMS also manages warrant information, investigates fugitive matters and executes arrest warrants.

The U.S. Marshals have a long history of providing assistance and expertise to other law enforcement agencies in support of fugitive investigations. The USMS Task Forces (TF) does not conduct an independent investigation of possible criminal activity. The USMS only seeks to apprehend individuals with active arrest warrants issued for them related to crimes which have targeted local residents. These crimes include murder, rape, child molestation, robberies, felony assaults, and large-scale fraud operations. USMS TFs work by leveraging local police intel as well as other data sources (e.g., database searches, open-source social media inquiries, and interviews of associates/ and family members).

Staffing

1. **Number of full and part time OPD officers assigned to USMS Task Force:** One full-time officer.
2. **Number of hours worked as USMS Task Force Officer:** Regular 40 hours per week. However, the OPD officer is sometimes asked to assist with OPD operations. The work assignment of this officer is based on OPD needs and priorities and whether there are active investigations.
3. **Funding source for USMS Task Force Officer salary:** The salary comes from the Violent Crime Operations Center (VCOC) organization funding code 102342.

Other Resources Provided

Communication equipment: OPD/USMS radio, cellular phone, laptop.

1. **Surveillance equipment:** None.
2. **Clerical/administrative staff hours:** None.
3. **Funding sources for all the above:** USMS Funds

Cases

1. **Number of cases USMS Task Force Officer was assigned to:** 118; a breakdown of fugitive apprehensions by originating crime type is provided below.

| Originating Crime Type Leading To Warrant | Amount |
|--|---------------|
| Homicide | 25 |
| Robbery | 25 |
| Assault | 20 |
| Weapons Charges | 21 |
| Burglary | 5 |
| Rape | 3 |
| Aiding Escapee | 2 |
| Molesting a Minor | 0 |
| Kidnapping | 2 |
| Other (e.g. Hit and Run, PAL*, Probation) | 15 |
| Total | 118 |

*PAL=parolee at large

2. **Number of “duty to warn” cases:** None
3. **General types of cases:** Local, state, and federal criminal arrest warrants.
4. **Number of times USMS asked OPD to perform/OPD declined to perform:** None
 - a. **Reason for OPD declination (e.g. insufficient resources, local/state law):** N/A

Operations

1. **Number of times OPD officers were involved in undercover investigations:** None.
2. **Number of instances where OPD Task Force officer managed informants:** None.
3. **Number of informant-involved cases in which the OPD USMS Task Force Officer actively participated:** None.
4. **Number of requests from outside agencies (e.g., ICE) for records or data of OPD:** None.
 - a. **Number of such requests that were denied:** N/A
 - b. **Reason for denial:** N/A
5. **Whether USMS Task Force Officer was involved in any cases where USPER (U.S. person status) information was collected:** No.

Training and Compliance

1. **Description of training given to USMS Task Force Officer by OPD to ensure compliance with Oakland and California law:** The OPD officer assigned to the USMS Fugitive Task Force follows all OPD policies and procedures, and has received several police trainings, including, but not limited to Continuous Professional Training (CPT), procedural justice training, and annual firearms training.
2. **Date of last training update:** June 2021 CPT conducted on a yearly basis.
3. **Frequency with which USMS Task Force Officer briefs OPD supervisor on cases:** Daily.

Actual and Potential Violations of Local/State Law

Number of actual violations: There were zero reportable potential or actual violations of law or policy during the reporting period.

1. **Actions taken to address actual or potential violations:** The Task Force Officer follows OPD policies. **USMS Task Force Supervisor meets with OPD VCOC supervisor and commander weekly.** OPD leadership consults with the Office of the City Attorney to ensure that all policies conform with State and Federal laws. **Going forward OPD will consult with City Attorney on a biannual basis.**
2. **Recommendations by OPD to address prevention of future violations:** OPD will continue to consult with the Office of the City Attorney to ensure that personnel continue to follow federal, state, and local laws and policies. OPD will also consult with the Privacy Advisory Commission about any proposed changes.

Suspicious Activity Reports (SARs) and Northern California Regional Intelligence Center (NCRIC)

1. **Whether OPD Task Force Officer submits SARs to NCRIC:** No.
2. **Whether OPD officer receives SAR information:** No.

Command Structure for OPD Task Force Officer

1. **Reports to whom at USMS?** U.S. Marshal Assistant Chief Inspector Gerry Gutierrez.
2. **Reports to whom at OPD?** Act. Lieutenant Steve Valle.

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CITY DATA ADDENDUM

This City Data Addendum ["Addendum"] is Exhibit 1 to the Professional Services Agreement between the City of Oakland ["City"] and [VENDOR'S NAME] ["Contractor"] to provide Mobile Parking Payment Services ["Agreement"] as is set forth with specificity therein and is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms of this Addendum shall prevail but only with respect to the matters stated herein.

1. Statutory Framework

The Agreement will require Contractor to develop, implement and operate a mobile parking payment system ["System"] that, at a minimum, will enable customers to remotely pay for parking sessions using mobile phones or mobile devices through Contractor's mobile software application, website, and/or phone number for City-controlled paid parking ["Services"]. Contractor's Services may also support daily or monthly permits by zone and merchant validation and will required Contractor to collect from the users of its System, a broad range of "personal information"¹ and "sensitive personal information"² the use and protections of which are governed by both the California Consumer Privacy Act ["CCPA"]³ and the Consumer Privacy Rights Act ["CPRA"]⁴

Therefore, Contractor avers and covenants to comply with the requirements of both the CCPA and the CPRA at all times while providing its services under the Agreement.

¹ It identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

² ~~It~~ contains some or all of the following;

- social security, driver's license, state identification card, or passport number
- account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account

³ Cal. Civ. Code Section 1798 *et. seq.*

⁴ The CPRA is more accurately described as an amendment of the CCPA. The CPRA specifically states that it "amends" existing provisions of Title 1.81.5 of the California Civil Code (currently known as the CCPA) and "adds" new provisions (related to the establishment of the California Privacy Protection Agency) ~~and~~.

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2. Ownership of City Data

All data, files, documentation, information, communications, media, whether intangible or tangible, whether provided directly or indirectly by Contractor to perform the Services, together with any and all results of Contractor's performance of the Services, including all data Contractor accesses, collects, modifies, develops as work product, or otherwise generates while providing its Services to City under this Agreement, whether pursuant or incidental to the purposes of the Agreement, whether or not delivered to the City, shall be the exclusive property of, and all ownership rights therein shall vest in, the City (collectively "City Data").⁵

To the extent necessary, Contractor hereby assigns to the City, the rights to City Data which arise out of, or are developed in connection with or are the results of, Contractor's Services.

3. Use of City Data

3.1 By Contractor

Contractor avers and covenants to

- Comply with the City's Surveillance Technology Ordinance [OMC 9.64]
- PAC-approved impact report and use policy
- anonymize the City Data and take such other steps as may be required to assure that personally identifiable or personally sensitive information are not visible to City staff at any time for any reason.

Commented [FM1]: Is this possible? I thought part of the challenge is that the OMC holds staff accountable but not vendors...

⁵ The only exception being those elements of City Data which are publicly known or available.

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- not sell⁶ or share⁷ City Data to
- only use City Data to fulfill its obligations to City under the Agreement, to
- comply with the terms of the Agreement, to
- implement security safeguards, to
- not combine City Data with personal information received from others, to
- notify City when it uses subcontractors and to
- pass through the Agreements' terms and conditions to any subcontractors it uses.

Contractor shall fully indemnify City for any third-party claims against City resulting from Contractor's use of City Data in violation of this Addendum's provisions.

3.2 By City

By agreement with the Privacy Advisory Commission, City's access to City Data shall be limited to authorized staff and used only as permitted by City's Surveillance Use Policy [Attachment XXX] and as required by City's parking enforcement responsibilities [Attachment YYY] which include but, are not limited to, shaping parking policies and practices to better support the City's Parking Principles and developing a more equitable mobility system. In this regard, only designated DOT and Finance Department staff will have access through unique portal credentials to the following *anonymized* City Data Contractor stores:

Commented [FM2]: Is this felicitous?

1. Estimating parking demand, occupancy, and revenues
2. Evaluating parking payment options
3. Monitoring demand-responsive parking areas and compliance

⁶ The CCPA defines a sale as "...renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to another business or a third party for monetary or other valuable consideration."

⁷ The CCPR defines sharing as "...renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information ... to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged."

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4. Reconciling payment transactions with total parking revenues received
5. Promoting compliance and enforcing parking restrictions, permits, and payment
6. Reviewing contested parking citations
7. Remitting user transaction fees to Providers via invoices

4. Contractor's System Security

This Agreement requires Contractor to store City Data in Contractor's certified data center[s] which are external to the City's premises and administered by Contractor for the purposes of this Agreement ["System"]. City's Data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the Data could seriously harm the City and possibly third parties.

Contractor acknowledges that City, in entering into this Agreement with Contractor, is relying upon Contractor's professional expertise, know-how, judgment, experience and its representations in its System Security Plan [Attachment ZZZ] that the integrity of the security, availability and processing of its System- protects and preserves the confidentiality and privacy of the City Data. Contractor warrants that its System has been accredited under industry recognized standards [e.g., SOC 2] and that, at all times, Contractor will maintain and ensure that the Data remains secure and does not through any of Contractor's actions or lack of action thereof- become vulnerable to unauthorized access by third parties.

Contractor avers and covenants to continue to take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the operation of the Contractor's business. Without limiting the foregoing, Contractor will continue to use reasonable efforts to establish and maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use,

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access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the operation of Contractor's business.

Contractor agrees to maintain the City's Data and to not disclose such information except as required to perform hereunder or as required by law. Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$XX,000,000. Such insurance shall be maintained in force at all times during the term of this Agreement.

Commented [FM3]: Should we reference Risk Manager's Schedule Q?

Notwithstanding as may be otherwise provided in this Agreement and with the exception of those instances for which the City is responsible, Contractor avers and covenants to be solely responsible for restoring and correcting any corruption to City's Data that occur by reason of Contractor's actions or lack thereof, including ransomware attacks upon Contractor and to fully indemnify the City for any claims against City resulting from corruptions of the City Data and other injuries ensuing from, but not limited to, the herein aforesaid events.

5. DATA INCIDENTS

a. Contractor shall be responsible for managing the correction of unauthorized disclosure of, access to, or use of any City Data however they may occur ("Data Incidents").

b. In case of a Data Incident, or if Contractor confirms or suspects a Data Incident, Contractor shall: (1) promptly, and in any case within 24 hours, notify City by email, telephone, in person, or by other real-time, in-person communication; (2) cooperate with City and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to City in notifying injured third parties; and (3) otherwise comply with applicable laws governing data breach notification and response.

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c. In addition, if the Data Incident results from Contractor's other breach of this Agreement or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Contractor shall (i) compensate City for any reasonable expense related to notification of consumers and (ii) provide 2 years of credit monitoring service to any affected individual.

d. Contractor shall give City prompt access to such records related to a Data Incident as City may reasonably request. City will treat such records as Contractor's Confidential Information pursuant to **Section [INSERT](Confidential Information) of the Agreement.** Contractor is not required to give City access to records that might compromise the security of Contractor's other users. City will coordinate with Contractor on the content of any intended public statements or required notices for the affected individuals and/or notices to the relevant authorities regarding the Data Incident(s).

6. Termination of the Agreement

Upon termination of the Agreement for any reason, Contractor shall send all City Data to City within ten (10) days of the date of termination. Contractor may not keep copies of the City Data after that point. For the purposes of this provision, Contractor's Assignment of the Agreement under Section XXX [Assignment], Bankruptcy under Section YYY [Bankruptcy] or cessation of business shall be considered a Termination of the Agreement.