![City of Oakland logo]

Privacy Advisory Commission

November 20, 2024; 5:00 PM
Oakland City Hall
Hearing Room 1
1 Frank H. Ogawa Plaza, 1st Floor
Special Meeting Agenda

Commission Members: ***District 1 Representative***: *Reem Suleiman,* ***District 2 Representative***: *Don Wang,* ***District 3 Representative***: *Brian Hofer, Chair,* ***District 4 Representative***: *Lou Katz,* ***District 5 Representative***: *Vacant,* ***District 6 Representative***: *Gina Tomlinson,* ***District 7 Representative***: *Sean Everhart,* ***Council At-Large Representative***: *Henry Gage III, Vice Chair,* ***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. UC Berkeley Goldman School of Public Policy - Maria Climaco - Capstone Project Proposal
   a. Review and take possible action

3. OPD & Dr. Jennifer Eberhardt - Recommendation to City Council Regarding Oakland Police Department's Written Agreement to Share Body-Worn Camera Video with Stanford University for Research Purposes
   a. Review and take possible action

4. Surveillance Technology Ordinance – OPD – Hostage Throw Phone Proposed Use Policy and Impact Statement
   a. Review and take possible action

5. Surveillance Technology Ordinance - OPD - DGO I-32 Mobile Investigative Pan-Tilt-Zoom (MIPTZ) Camera Systems Proposed Use Policy and Impact Statement
   a. Review and take possible action

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.

Members of the public can view the meeting live on KTOP or on the City's website at https://www.oaklandca.gov/topics/ktop-tv-10.

Comment in advance. To send your comment directly to the Privacy Commission and staff BEFORE the meeting starts, please send your comment, along with your full name and agenda item number you are commenting on, to Felicia Verdin at fverdin@oaklandca.gov. Please note that eComment submissions close one (1) hour before posted meeting time. All submitted public comment will be provided to the Privacy Commission prior to the meeting.

To observe the meeting via Zoom, go to: https://us02web.zoom.us/j/85817209915
Or One tap mobile: +1 669 900 9128

Capstone Project Outline for the Privacy Advisory Commission

I. Introduction:

    i.   **Objective:** The goal of this Capstone project is to examine how Oakland can better utilize its existing surveillance technologies, such as Flock cameras and ShotSpotter, while maintaining the privacy and civil liberties of its residents.

    ii.   **Core Issue:** Current surveillance tools are underutilized due to a lack of public trust and insufficient transparency in their deployment.

    iii.   **Relevance to PAC**: The project seeks to align with the Privacy Advisory Commission's mission by investigating how increased surveillance can be implemented in ways that uphold community trust, transparency, and privacy protections. The research will explore a balance between the expansion of surveillance technologies to address crime and the need for robust oversight and accountability. Recommendations will be flexible, recognizing both public safety goals and PAC's commitment to privacy.

II. Problem Statement:

    i.   **Primary Concern**: Oakland's low homicide clearance rate (35% in 2022) suggests surveillance technologies are not being used to their full potential. This is largely due to the disconnect between law enforcement and residents, stemming from privacy concerns and limited public oversight of these tools.

    ii.   **Privacy and Transparency**: How can Oakland better implement surveillance technologies to solve crimes while maintaining strict privacy protections and involving the community in decision-making?

III. Research Focus:

    i.   Evaluation of Current Surveillance Practices:
- Assess how surveillance tools such as Flock cameras and ShotSpotter are currently used in Oakland.
- Identify gaps in data transparency, public reporting, and the community's role in overseeing the deployment of these tools.

    ii.   Public Trust and Data Privacy:
- Investigate community sentiment around the use of surveillance technologies.
- Analyze how privacy concerns are currently addressed and identify opportunities for improved privacy protection and public engagement.

    iii.   Comparative Case Studies:
- Review other cities with successful models of surveillance oversight, focusing on how they ensure community involvement and transparency in the use of public safety technologies.

IV. Key Areas of Analysis

  i. Community Oversight and Privacy Protections:
   - Explore how community-led oversight models (e.g., privacy commissions in other cities) have improved public trust in surveillance technologies.
   - Evaluate potential privacy risks associated with expanded surveillance technologies and propose safeguards that align with PAC's goals while enhancing public safety.
  ii. Data Transparency and Accountability:
   - Analyze existing data-sharing practices and identify strategies to increase real-time data access while protecting sensitive information.
   - Explore options for community-driven transparency initiatives, such as public data dashboards or regular reports on how surveillance tools are being used and their outcomes.
  iii. Surveillance as a Crime Mitigation Tool:
   - Examine how expanding the strategic use of surveillance can help reduce violent crime in Oakland by improving clearance rates, while ensuring privacy protections remain and public trust is maintained.
   - Address challenges related to public trust and propose ways to use real-time data for more effective crime prevention and resolution.
  iv. Comparative Analysis of Effective Models:
   - Draw lessons from successful public safety strategies that balance increased surveillance with community trust and accountability.
   - Provide flexible, data-driven recommendations for Oakland to optimize surveillance without compromising privacy protections.

V. Interviews Section:

This project will gather insights from key stakeholders to better understand the relationship between surveillance, privacy, and crime prevention. Interviews will include:

  i. Law Enforcement:
   - Focus on how surveillance tools are used in crime prevention, challenges with public trust, and potential for expansion.
  ii. Non-Profit Organizations (Privacy and/or Civil Liberties):
   - Explore concerns around privacy and overreach in surveillance, and discuss how to maintain a balance between public safety and civil liberties.
  iii. Private Sector Executives (Law Enforcement Technology):
   - Discuss advancements in surveillance technology and how these tools can enhance public safety while ensuring accountability.
  iv. Former and Present Elected Officials:
   - Gain perspectives on policy-making and the intersection of surveillance, privacy, and public safety.

VI. Proposed Areas for PAC Consideration:
  i.   **Transparency Recommendations**:
       ▪ Propose policies to enhance the public's access to surveillance data in a privacy-conscious manner, such as open-data portals or community access to reports on surveillance efficacy and usage.
  ii. **Community-Led Oversight Model**s:
       ▪ Recommend strategies for establishing community oversight bodies that would monitor how surveillance technologies are deployed, ensuring that privacy protections are upheld.
  iii. **Public Engagement Initiatives:**
       ▪ Suggest public outreach and engagement strategies to involve the community in discussions around surveillance technology deployment, building trust and ensuring their voices are heard.

VI. Conclusion:

  i.   **Expected Outcomes**: The project aims to offer insights into how Oakland can effectively use surveillance technologies while maintaining transparency, privacy, and community involvement. The final recommendations will provide actionable steps that PAC can consider to improve public safety while safeguarding civil liberties.

  ii. **Long-Term Impact**: The research and recommendations aim to **re-imagine public safety by enhancing the effectiveness of surveillance technologies while maintaining oversight and community trust. The project will provide flexible recommendations that balance public safety needs with privacy concerns, ensuring that surveillance strategies can adapt to Oakland's unique challenges.** By focusing on transparency and accountability, the outcomes will support a strengthened commitment to privacy protections while contributing to more effective crime-solving strategies.

PAC DOCUMENT(S) REQUEST

1. **Privacy and Transparency Policies**
   - **Flock and ShotSpotter Policies**: Could you share PAC's privacy policies for Flock cameras and ShotSpotter, including data access controls and retention limits?
   - **Transparency Guidelines**: I'd appreciate any guidelines on public transparency and oversight for these technologies.

2. **Community Perception and Engagement**
   - **Public Feedback**: If available, could you provide summaries of community feedback on Flock and ShotSpotter?
   - **Outreach Protocols**: I'd like to understand PAC's procedures for engaging with residents on surveillance policies.

3. **Surveillance Technology Impact**
   - **Crime-Solving Impact**: Are there reports on how these tools affect clearance rates or crime-solving (though I think this might be better suited for OPD, but if you have any info or data to share, I'd greatly appreciate it, Brian)?
   - **Usage Metrics**: Any data on deployment locations and usage frequency would be helpful.

4. **Ethical and Legal Compliance**
   - **Data Sharing Compliance**: Could you provide documentation on data sharing practices and compliance with privacy laws?
   - **Ethics Standards**: I'd like to see any ethical guidelines for using these surveillance tools.

5. **Comparative Analysis or Best Practices**
   - **Benchmarking Reports**: If available, I'd appreciate any studies comparing Oakland's practices with other cities.
   - **Lessons Learned:** Insights from other cities' experiences with surveillance would be valuable.

6. **Privacy Evaluations**
   - **Privacy Impact Assessments**: Are there any PIAs related to these technologies?
   - **Internal Evaluations:** Any PAC reports on the effectiveness or privacy implications of these tools would be useful.

Berkeley Public Policy
The Goldman School

CAPSTONE AGREEMENT

This agreement is entered into as of November 13, 2024, between Privacy Advisory Commission (from this point forward referred to as the "Client") and Maria B. Climaco (from this point forward referred to as the "Consultant").

CLIENT INFORMATION	CONSULTANT INFORMATION
Privacy Advisory Commission	**Maria B. Climaco**
Oakland City Hall	**2240 Francisco Blvd**
1 Frank H. Ogawa Plaza	**Pacifica, CA 94044**
Oakland, CA 94612	
Contact Person: Brian Hofer	
Phone: 510-303-2871	**Phone: 650-773-5387**
Email: brian.hofer@gmail.com	**Email: mclimaco@berkeley.edu**

<u>**Consultant:**</u> Subject to the terms and conditions of this Agreement, the Client hereby engages the Consultant to conduct policy analysis consulting services, and the Consultant hereby accepts such engagement.

<u>**Project Scope, Duration, and Deliverables:**</u> The Consultant and the Client agree to the policy problem, project scope, duration, and deliverables as outlined below:

Item	Details
Policy Problem:	Oakland's low clearance rate highlights an underutilization and limited integration of existing surveillance tools within OPD's operations, driven by gaps in implementation and public trust. Enhancing these technologies requires addressing operational barriers and fostering a stronger connection between law enforcement and the community. How can Oakland better implement surveillance technologies to solve crimes while maintaining strict privacy protections and involving the community in decision-making?
Project Scope:	The project will use a mixed-methods approach, combining qualitative interviews with law enforcement, community organizations, technology providers, and elected officials, alongside quantitative data analysis of crime rates and surveillance usage. Data will come from sources like Oakland crime reports, public opinion surveys, and surveillance technology providers. This approach will offer insights into the effectiveness of surveillance technologies in reducing crime while balancing privacy and community trust.
Project Start Date:	13 November 2024
Project End Date:	13 March 2025
Deliverables:	A Policy Memorandum will be presented upon completion of the project.

Client Responsibilities

- **Supervision:** The contact person who will serve as the direct contact for this project is:
  Brian Hofer

  The aforementioned person agrees to meet with the Consultant on a regular basis throughout the duration of the project as outlined in the project meeting schedule in attached Exhibit A.

- **Access:** The Client agrees to provide the Consultant access to project-related data and information, including access to individuals within and outside of the organization for the project.

Enforcement

- **Modification or Amendment:** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both parties.

- **Entire Understanding:** This document and any exhibit attached constitute the entire understanding and agreement of both parties.

The parties below agree to all terms outlined in this Agreement and subsequent appendices, effective as of the date indicated below.

CLIENT   **STUDENT CONSULTANT**

                                                  Goldman School of Public Policy
                                                  University of California, Berkeley

_____   _____
Signature   *Signature*

_____   _____
Date   *Date*

Berkeley Public Policy
The Goldman School

CAPSTONE AGREEMENT

Exhibit A

Project Meeting Schedule/Milestones

Date	Milestones to be reached
November 07, 2024	Draft scoping memo due for faculty advisor
November 13, 2024	Final scoping memo due for faculty advisor and client
January 13, 2025	Full draft policy memo due for faculty advisor
February 13, 2025	Final policy analysis due for faculty advisor
March 13, 2025	Final policy report due for client

Maria B. Climaco

Phone No.: (650) 773-5387   Email: mclimaco@berkeley.edu|

OVERVIEW

A dedicated Political Science graduate with a concentration in Interdisciplinary Studies, emphasizing Social and Behavioral Sciences. Proficient in Sales, Operations, and Customer Service, with a strong academic foundation and ongoing pursuit of a Master's in Public Affairs. Seeking an internship opportunity with a federal agency dedicated to providing access to justice for underserved populations. Eager to leverage my academic background and practical experience to contribute effectively while gaining valuable insight and skills relevant to future roles in NGOs or state and federal government.

EXPERIENCE

Legislation & Policy Intern, Councilmember Dan Kalb – Oakland, CA   July 2024 – September 2024

- Conducted comprehensive policy and legal research, managing both discrete tasks and long-term projects.
- Delivered written communications to support research and project objectives.
- Attended meetings and provided detailed note-taking as requested to support ongoing projects and initiatives.

Intern, Scottish Parliament - Edinburgh, Scotland, U.K.   January 2014 - June 2014

- Did extensive research on pertinent issues essential to MSP's role in parliamentary committees and policy proposal such as:
  - Predatory Lending Practices
  - Effects of Debt Collection Practices on mental health
  - Role of regulatory agencies in policy implementation
- Wrote briefings, motions and press releases
- Corresponded and interacted with regulatory agencies relevant to research and constituent issues
- Corresponded and interacted with constituents on matters personal as well as political
- Conducted a door-to-door campaign during the Referendum on Independence
- Did exit polling during the Referendum

Real Estate Agent, Prudential California Realty -Daly City, CA.   August 2001- January 2007

- Successfully guided homebuyers and sellers through the sale and purchase of properties
- Generated lists of properties that were compatible with buyers' needs and financial resources
- Coordinated appointments to show homes to prospective buyers; Established positive flow of communication with other agents, buyers and sellers, mortgage officers, title personnel involved in the home buying and selling process.
- Presented purchase offers to sellers for consideration and negotiated contracts on behalf of clients.
- Coordinated property closings, overseeing signing of documents and disbursement of funds.
- Consistently in the top 3% from 2001-2006 of the Nationwide Network of Prudential Real Estate Agents. President's Circle, 2001, Chairman's Circle, 2002-2006

Special Account Manager, NNR Global Logistics, USA - South San Francisco, CA   January 2000-January 2001

- Primary contact between an MNA and NNR on both domestic and global level.
- Managed the day-to-day operations of an MNA (Advanced Micro Devices) ensuring cohesion of both export and import departments locally and internationally.
- Provided support to Branch Manager and Country Sales Manager on all things pertaining to the AMD account

Project Manager/Compliance Coordinator, Panalpina, Inc.- South San Francisco, CA   January-December 1998

- Liaised between Operations Department and major accounts such IBM, SUN Microsystems and SGI.
- Communicated with all three MNA accounts on transportation issues and reported directly to the Vice President/Branch Manager as well as assisted Department Manager on matters relating to IBM, SUN Microsystems and SGI.

Operations Manager, AFT International, Inc.- South San Francisco, CA   January 1992- December 1997

- In charge of the day-to-day operations of the company ensuring that profit is realized with every cargo generated out of SFO.
- Coordinated with overseas offices and customers.
- Coordinated with local airlines and customers executing extensive customer service responsibilities for a highly demanding traffic lane.
- Prepared rate quotations for overseas customers and offices.

EDUCATION

University of California, Berkeley
- Master in Public Affairs
  - Graduate Certificate in Security Policy – May 2024
  - Expected graduation – December 2024

University of California, Berkeley
- B.A. in Political Science
- Phi Beta Kappa - Honors Society
- National Political Science Honor Society

Skyline College, San Bruno, CA
- A.A. Interdisciplinary Studies (Social and Behavioral Sciences) with High Honors
- A.A. International Studies with High Honors
- Phi Theta Kappa - International Honors Society

VOLUNTEER WORK

Everytown for Gun Safety and Moms Demand Action   January 2022 – Current
- Raising awareness about the effects of gun violence as a Fellow

Starting Point Mentorship   September 2013 - December 2013
- Tutored 3rd and 4th graders

American Cancer Society   January 2010 - December 2010

- Chaired two committees for Relay for Life

Associated Students of Skyline College   September 2010 - June 2011

- Developed and proposed scholarship for veteran community within Skyline College as member of the school senate

Maria Climaco

Maria B. Climaco is a dynamic and multifaceted professional with a strong background in political science and social and behavioral sciences. She holds a Bachelor of Arts in Political Science from the University of California, Berkeley, where she was a member of the Phi Beta Kappa Honors Society as well as the National Political Science Honors Society. Additionally, she has an Associate of Arts in Interdisciplinary Studies (Social and Behavioral Sciences) and in International Relations from Skyline College, San Bruno, CA, both with High Honors. Currently, Maria is expanding her expertise as a Master of Public Administration (MPA) candidate at the Goldman School of Public Policy at UC Berkeley.

Maria's career has spanned various roles, demonstrating her versatility and commitment to excellence. She has experience in sales operations, customer service, and real estate, consistently achieving top performance in her roles. Her tenure as a Real Estate Agent at Prudential California Realty and her position as a Special Account Manager at NNR Global Logistics USA are testaments to her professional capabilities.

Her professional journey includes a significant international experience as an Intern at the Scottish Parliament in Edinburgh, Scotland, where she engaged in extensive research on key policy issues, enhancing her understanding of legislative processes and government dynamics.

Beyond her professional pursuits, Maria is deeply committed to advocacy and volunteer work. She is actively involved with Everytown for Gun Safety and Moms Demand Action, where she has been raising awareness about the effects of gun violence since January 2022. Her role as a Fellow in these organizations underscores her dedication to addressing critical social issues and making a positive impact in her community.

Maria's diverse skill set, combined with her academic background and advocacy work, positions her as a well-rounded and socially conscious individual, driven to contribute meaningfully to both her professional field and societal causes.

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To Whom It May Concern,

Reference for Ms Maria Climaco

Maria was an intern in my parliamentary office in early 2014. She was one of the most conscientious and reliable colleagues we have had in our office. That includes non-intern staffers. On many occasions Maria stayed late, unbidden, to complete extra work. It was not an uncommon sight to arrive in the morning and find that a task which I had anticipated would have to be carried out that day had already been completed the night before.

There is no question that Maria's contribution to the day-to-day running of the office was a major one, and her departure was a loss. Her tasks and responsibilities were many and varied. For instance, she attended a Scottish Government summit on the proliferation of high-interest lenders in Glasgow. Although I had called for this summit, I was unfortunately unable to go myself, so Maria's attendance was crucial. She prepared a rigorous, comprehensive briefing on the summit which was invaluable in the work we did on the matter subsequently.

Other work Maria carried out included drafting press releases for the local newspapers and corresponding with constituents. I was pleased that Maria was able to see the fruits of her labour in the press. Some of the constituent cases became almost entirely her responsibility. Maria dealt with them in a highly professional and efficient manner. I was very confident in leaving such matters in her hands.

On a personal level, it was wonderful to have Maria in the office. She was always very friendly and had an excellent rapport with colleagues. She is clearly highly politically astute and brought her talents to bear. It was interesting to hear about her experiences of campaigning in the USA and drawing comparisons with the system here in Scotland.

Bob Doris MSP
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Constituency Office, Maryhill Burgh Halls, 10-24 Gairbraid Avenue, Glasgow G20 8YE
Phone: 0141 946 7700

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Parliamentarians often have to oversee interns in our office who have been active in their home country in a party-political capacity, but never an intern who was a campaigner on such powerful and non-partisan issues. Some years have now passed since Maria's internship and I remember her talents and enthusiasm well. That in itself is testament to her as a person, as well as her abilities.

I would commend Maria Climaco to you.

Yours sincerely,

Bob Doris

Bob Doris MSP
MSP for Glasgow Maryhill and Springburn constituency (SNP)

MEMORANDUM

CITY OF OAKLAND

TO:	Brian Hofer, Chair Privacy Advisory Commission	**FROM:**	Floyd Mitchell Chief of Police Oakland Police Department
SUBJECT:	OPD Seeks Commission's Recommendation to Council on OPD's Contemplated Written Agreement to Share Body-Worn Camera Video With Stanford University for Research Purposes.	**DATE:**	November 12, 2024

Overview

The Oakland Police Department (OPD) seeks to enter into a no-cost written agreement with Stanford University to share OPD data for research purposes. To the extent the agreement contemplates sharing information derived from surveillance technology, specifically, body-worn camera (BWC) video, OPD seeks the Privacy Advisory Commission's review and endorsement prior to seeking City Council approval.

City Surveillance Ordinance Requirements

Pursuant to OMC 9.64.030(1)(D), City Council approval is required for OPD to enter into a "written agreement with a non-city entity to [share] surveillance technology or the information it provides, including data sharing agreements." Body-worn cameras are "surveillance technology" as defined by the ordinance. OMC 9.64.010(11). However, before OPD may seek City Council approval, it must obtain Privacy Advisory Commission review and recommendation. OMC 9.64.030(2)(B). The City Council "shall only approve any action [under the surveillance ordinance] after first considering the recommendation of the Privacy Advisory Commission, and subsequently making a determination that the benefits to the community of the surveillance technology outweigh the costs; that the proposal will safeguard civil liberties and civil rights; and that, in the City Council's judgment, no alternative with a lesser economic cost or impact on civil rights or civil liberties would be as effective." *Id.*

OPD Body-Worn Camera Policy

OPD revised its body-worn camera policy in 2023 **(Attachment A)**. The policy was initially reviewed and endorsed by the Privacy Advisory Commission in September 2021. The policy contemplates sharing BWC video for research purposes. *See Section F-2. Data Retention and Scheduled Deletion of Files.* Furthermore, policy does not prohibit sharing BWC video where there is "a lawful right to know and need to know" or where "authorized by the Chief of Police or designee." *Section E-4.*

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Background

The City has a ten-year history of collaborating with Dr. Jennifer Eberhardt, a distinguished professor from Stanford University and director of Stanford SPARQ, a behavioral science research and intervention center on Stanford's campus. Stanford's work with OPD has been and continues to be, vital to the City's efforts to understand and combat racial disparity and racial bias in policing and, ultimately, to improve public safety through increased public trust. Stanford's research has been a crucial component in OPD's reduction of racial disparities in policing and, as a result, critical to the City's compliance with the Negotiated Settlement Agreement (NSA) and federal court oversight in *Allen v. City of Oakland, 00-cv-4599 WHO*.

In 2014, at the direction of the NSA Compliance Director, the City partnered with Stanford and Dr. Eberhardt to help OPD leverage its stop data and BWC video to manage risk and reduce racial disparity. Stanford analyzed OPD stop reports between April 1, 2013, and April 30, 2014. In 2016, Stanford published its independent, detailed, and rigorous assessment in *Data for Change: A Statistical Analysis of Police Stops, Searches, Handcuffings, and Arrests in Oakland, Calif., 2013- 2014*, available at https://sparq.stanford.edu/data-for-change. In addition, Stanford used its analyses and findings to develop a list of 50 recommendations for reform. *See Strategies for Change: Research Initiatives and Recommendations to Improve Police-Community Relations in Oakland, Calif.*, available at https://sparq.stanford.edu/strategies-for-change.

As just one example of the impact Stanford's research has had on the Department and the Community, the City cited Dr. Eberhardt and Stanford's analyses in support of the City's July 2019 City Council Agenda Report advocating a revision to OPD policy limiting searches of individuals on probation, parole, and post-release community supervision. *See Department General Order (DGO) R-02: Searches of Individuals on Probation, Parole, Mandatory Supervision and Post-Release Community Supervision (PRCS)*. Following the implementation of DGO R-02 in October 2019, the number of OPD searches justified solely based on a condition of supervision was significantly reduced. This reduction was reflected most significantly in the Black or African American community members.

In 2017, the City entered into a separate Professional Services Agreement (PSA) with Eberhardt Consulting to provide technical assistance related to stop data collection and analysis and the implementation of the 50 *Strategies for Change* recommendations. Council approved an extension of the contract in 2018. The Council report, dated July 18, 2018, explains the history and importance of the work **(Attachment E)**. With Dr. Eberhardt's assistance, the City implemented the recommendations.

In March 2022, the Court-appointed Monitoring Team found OPD in compliance with Task 34, Vehicle Stops, Field Investigation, and Detentions. The Monitoring Team noted

that "[s]top data has become a critical factor in the management of risk at OPD." And that what "began with attention to the number of stops being made [ ] has matured to include analysis of the justification for stops, characteristics of those stopped, the outcomes of those stopped, and the engagement of officers in stops." Dkt. 1510, *Monitor's Eightieth Report* (Mar. 2022).

In 2022, based in part on the Monitor's March 2022 report, the Court issued an "Order Placing City of Oakland Into Sustainability Period." Dkt. 1525. On the first page of its Order, the Court credited Stanford, among others, stating, "This would not have occurred without [ ] the expertise of Dr. Jennifer Eberhart and experts from Stanford University." The City remains in the "sustainability period" at present. The Court and Monitoring Team currently affirmatively monitor three tasks; the tasks are related to internal investigations and consistency of discipline.

At the City's most recent Court hearing in September 2024, the Court again highlighted the importance of the collaboration between OPD and Stanford, stating, "I want to credit [ ] the work of Dr. Eberhardt and her team from Stanford. They've done an outstanding job for the City. I hope OPD will continue to embrace them and their work. I understand they want to set up a data use agreement between Stanford and the City that would allow the Stanford team to continue conducting novel research on police community interactions without any financial cost to the City. I hope that's going to be finalized quickly." *Allen Court Transcript*, Sept. 24, 2024 at 12.

OPD appreciates the historical assistance provided by Stanford and Dr. Eberhardt and recognizes the invaluable opportunity to effect positive change this no-cost data sharing agreement provides—the opportunity for data analysis by a renowned institution with particular expertise and insight regarding OPD, its policies and operations, and its data.

Relevant Parameters of Draft Data Sharing Agreement

The tentative draft Memorandum of Understanding (MOU) governs OPD's disclosure of BWC video in addition to other non-surveillance technology derived data. **Attachment B.** Stanford's research goals and outline of how it intends to use BWC video in its analyses is contained in *Exhibit A: Scope of Research*. By way of example, OPD is attaching two articles published by Dr. Eberhardt and Stanford researchers demonstrating how Stanford has used BWC video in its recent work. The 2024 article, *Leveraging body-worn camera footage to assess the effects of training on officer communication during traffic stops,* evaluated police-community interactions captured by BWC during stops before and after training to evaluate the effectiveness of a procedural justice training delivered by OPD (**Attachment C**). The 2017 article, *Language from police body camera footage shows racial disparities in officer respect,* examined how officers communicate respect to drivers through their words during vehicle stops (**Attachment D**).

The terms of the agreement include:

- The MOU lasts 5 years with an option to extend the agreement.

- OPD may only share BWC video with Stanford that it is legally permitted to share.

- Stanford must return or destroy BWC footage within 3 years following the termination of the MOU. According to Stanford's research data retention policies, research data must be retained for a minimum of three years after the final project close-out, ensuring the ability to address questions about accuracy and compliance with regulations related to the research conducted. *See* https://doresearch.stanford.edu/policies/research-policy-handbook.

- Only Stanford researchers authorized by Dr. Eberhardt will have access to OPD data, including BWC video; Stanford will provide a list of authorized personnel to OPD before such personnel access the data.

- Stanford must keep OPD's non-public data and information confidential and use confidential data only in its performance of research contemplated under the MOU.

- In maintaining OPD's data, Stanford shall exercise the same standard of care to protect such information as a reasonably prudent research institution would use to protect its own proprietary or Confidential Information of a similar nature. For BWC footage, Stanford will take the extra step of securely storing the footage in accordance with a protocol approved by Stanford's Privacy Office.

- In the event of a data breach, Stanford must notify OPD promptly and disclose detailed information about the breach.

- Stanford agrees not to disclose or publish any confidential information, including personal identifying information of any person. Stanford will give OPD notice prior to the publication of any research papers relying on non-public OPD data to give OPD an opportunity to ensure no confidential information is disclosed via publication.

- Either party may terminate the data sharing agreement with 30 days' notice.

While the MOU does not prohibit Stanford researchers from notifying OPD or the City if they see evidence of police misconduct in the data, reporting potential police misconduct to OPD is not part of the MOU. The purpose of this data sharing MOU is to allow Stanford to analyze data and trends, not to focus on particular police officers. As a practical matter, it would not make sense for researchers to serve this role. For example, researchers reviewing the data would not know whether instances of potential misconduct observed had already been addressed. Moreover, the City has a dedicated oversight structure, including the OPD Internal Affairs Bureau and the civilian Community Police Review Agency responsible for complaint intake, investigation, and holding OPD members accountable for misconduct.

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Analysis

Benefits to the Community of the Data Sharing Agreement Outweigh the Costs

OPD has invested many resources in developing a robust stop data collection program and risk management program to monitor officer behavior, identify performance issues, and develop strategies for improving interactions with the community.

These programs and strategies have improved stop data analysis and led to policy changes, specifically related to police searches, handcuffing, and probation and parole stops. Dr. Eberhardt's team has provided training to OPD on how to analyze stop data so staff can make more efficient use of the data on a real-time basis. A comprehensive analysis of the data helps Department supervisors and commanders mitigate risk, identify disparities, provide additional training, and evaluate their officers' enforcement stops to ensure they are in line with command direction.

Stanford also developed a procedural justice training for OPD, derived from its analysis of officers' interactions with members of the public during traffic stops. The recent publication in **Attachment C** reflects Stanford's analysis of BWC video captured during traffic stops to measure officer-communicated respect in stops before and after receiving the procedural justice training. The study found that "officers employed more of [the trained] techniques in post-training stops; officers were more likely to express concern for drivers' safety, offer reassurance, and provide explicit reasons for the stop. These methods demonstrate the promise of a footage-as-data approach to capture and affect change in police–community interactions." *Leveraging body-worn camera footage to assess the effects of training on officer communication during traffic stops* at 1.

OPD's long-term, ongoing partnership with Stanford underscores OPD's commitment to fostering an inclusive environment, ensuring that all department members are equipped to serve our community with fairness and respect. The investment in resources and institutional knowledge that Stanford has from its work with OPD throughout the last decade make Stanford uniquely positioned to provide OPD with the type of critical analyses necessary to assist OPD in continuing its progress to improve officers' understanding of police-community interactions, help identify systemic issues, inform policy changes, and enhance officer training.

In short, Stanford's research has led to OPD making reforms that have resulted in OPD's sustained compliance in some of the most critical NSA tasks and reducing racial disparities in policing. While Court oversight may end at some point, OPD must continue to comply with the NSA under the City Charter. To that end, Stanford has been an important partner to OPD, and OPD sees the significant value in continuing to partner with Stanford in the future to sustain the progress it has made and to continue to make progress.

The Data Sharing Agreement Safeguard's Civil Liberties and Civil Rights

Pursuant to the MOU, OPD will only provide Stanford with BWC video that it is legally permitted to share. Stanford is a world-renowned research institution that has promised under this agreement to take at least the same level of reasonable care as it exercises in protecting its own confidential information. OPD has worked with Stanford and shared BWC in the past and has not encountered any issues, contract violations, or notices of unauthorized data sharing.
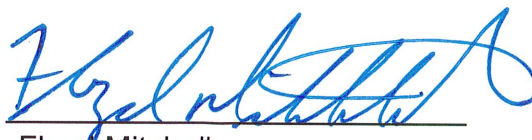
No Alternative with a Lesser Economic Cost or Impact on Civil Liberties Would be as Effective

There is no financial cost to the City to enter into this MOU. Stanford will pay the costs associated with obtaining and storing the data. The history of Stanford's work with OPD gives Stanford an unparalleled ability to efficiently and meaningfully analyze OPD's data and, as a result, provide OPD with objective, meaningful information to use to improve officers' interactions with the public, shape policy, and build public trust. Stanford's publications in **Attachments C and D** show that using BWC video as data allows researchers a unique and important avenue of research that goes beyond using traditional data—essentially numbers—to identify trends. Human interaction is at the heart of policing. Using BWC video allows researchers to analyze that interaction in ways that traditional data analysis may be limited.

Conclusion

In light of national scrutiny on police-community relations and the NSA reforms addressing stop data, OPD has been building and improving its stop data and risk management programs. The goal is twofold: to ensure that officers do not profile people based on race and to develop positive and robust community relationships. OPD has made great progress in its stop data program, has embraced procedural justice training and tenets, and is committed to continued improvement. The partnership between OPD and Stanford will continue to support these efforts. OPD respectfully requests that the Privacy Advisory Commission endorse this important work by joining OPD in recommending that City Council approve the agreement to share BWC video with Stanford.

Respectfully submitted,

Floyd Mitchell
Chief of Police
Oakland Police Department

Privacy Advisory Commission
November 20, 2024 Special Meeting

DEPARTMENTAL GENERAL ORDER

I-15: BODY WORN CAMERA PROGRAM

Effective Date: 19 DEC 23
Coordinator: Information Technology Unit

The Oakland Police Department (OPD) strives to use technology that promotes accountability, transparency, and public trust. OPD uses a Body Worn Camera (BWC) system to document the actions of sworn members during field operations. OPD seeks to balance the benefits provided by digital documentation with the privacy rights of individuals who may be recorded during legal and procedurally just public interactions.

The intent of this order is to set forth Departmental policy and procedure for the BWC system. OPD has adopted BWC technology because of its usefulness in capturing audio/video evidence and enhancing the Department's ability to conduct criminal investigations, administrative investigations, and review of police procedures and tactics. Failure to adhere to this policy will subject members to discipline.

A. GENERAL PROVISIONS

A - 1. General Provisions

The following provisions apply to the BWC program:

➢ All sworn members shall be assigned a BWC.

➢ All members assigned a BWC shall wear, carry, and use the BWC in accordance with the provisions of this order.

➢ All BWC files are the property of the Oakland Police Department.

➢ The OPD Information Technology Unit is designated as the Custodian of Records for all BWC data files.

A - 2. Specific Prohibitions

Members shall follow the expressed prohibitions regarding the BWC system:

➢ Unauthorized use, duplication, editing, and/or distribution of BWC files is prohibited.

➢ Members shall not delete any BWC file, except as specified in this policy.

➢ Members shall not remove, dismantle or tamper with any hardware or software component or part of the BWC.

➢ Members are prohibited from wearing or using personally owned video recording devices in place of, or in conjunction with, an assigned BWC.

➢ Members shall not intentionally use the BWC recording functions to record any personal conversation of, or between, another member without the recorded member's knowledge.

➢ Members shall not intentionally use the BWC to record in public or private locker rooms, changing rooms, restrooms, or medical or hospital

facilities, unless there is a legal right to record and a Departmental requirement to record.

➢ Members shall not intentionally use the BWC to record during any meetings with a Confidential Informant as defined in DGO O-04, *Informants.*

B. USE OF BWC

B - 1. Wear Requirements

Members are required to wear and use their BWC while working any uniformed field assignment. Members working non-field assignments (e.g., Criminal Investigation Division (CID), Training, or Internal Affairs Division (IAD)) shall wear and use the BWC if they go into the field in uniform or wearing uniform equipment (e.g., tac vest) for a law-enforcement assignment.

Uniformed assignments that are strictly ceremonial (e.g., assignments requiring Class A uniform) are exempt from BWC wear and use requirements.

B - 2. BWC Placement

The position of the BWC may impact the clarity and sound of video files and could limit the quality of video and audio collected. Members required to **wear** the BWC **shall position and securely attach the BWC to the front of their uniform or uniform equipment**, as the primary recording location, to facilitate recording.

The BWC may be temporarily moved from the primary location to facilitate recording the encounter. This includes, but is not limited to, putting the BWC facing the rear of the patrol vehicle when a person is detained inside, setting the BWC in a static position to enhance safety or allow for distance from an engaged person, or moving the BWC to better focus on the key components of the incident.

Once the situation necessitating movement of the BWC has been resolved, the BWC shall be returned to the primary recording location as soon as practical.

B - 3. Carry Requirements

Members working non-field assignments shall have their BWC easily accessible to them any time they go into the field for law enforcement assignments (e.g., to serve a search or arrest warrant), and activate it pursuant to section B-8, Required Activations.

B - 4. Undercover, Plainclothes, and Task Force Officer (TFO) Requirements

Undercover or plainclothes members are not required to wear or carry a BWC unless they are wearing a police uniform or uniform equipment that identifies them as a law enforcement officers.

Officers deputized as federal task force officers (TFOs) shall follow the applicable Federal Law Enforcement agency guidelines for BWC use while conducting federal task force operations and investigations.

B - 5. Function Check and Power On Prior to Shift

Members utilizing a BWC shall test the BWC and have the BWC powered on in an allowed mode (see B-7, below) prior to every shift, to include ensuring that the BWC battery is fully charged.

If a member's camera is not functional, is not charged, or breaks during the shift, members shall – absent exigent circumstances – notify their supervisor, turn in a broken or non-functional camera, and be assigned a replacement camera by a supervisor or authorized user as soon as possible.

B - 6. Signal Device Function Checks

Members shall test all equipped signal devices (e.g., Axon Signal sidearm or Taser 7 Electronic Control Weapon [ECW]) prior to each shift to ensure the devices properly activate the BWC. All tests shall be conducted in a safe location and manner:

➤ Signal sidearm tests shall be done such that the firearm is partially removed from the holster only to the degree where the signal device recognizes the unholstered firearm; and

➤ Taser 7 ECW tests shall only be done on the safety switch signal trigger.

B - 7. Allowed BWC Modes for Field Use

Members shall have their BWC powered on while in the field. The following modes shall be used during fieldwork:

Sleep Mode

The BWC is in sleep mode when the camera is powered on and specifically switched to sleep mode. Sleep mode allows for immediate recording of events with the event button but does not have the 30-second buffer or automatic activation via signal technology.

Sleep mode is authorized for:

➤ Members who are at police or government facilities (e.g. Police Administration Building (PAB), Eastmont substation (EMM), transportation parking lot), if they are not in contact with detainees or arrestees;

➤ Members who are in the field on breaks (e.g., 908A and 908B) and are not in contact with detainees or arrestees;

➤ Members in non-uniformed assignments who are carrying a BWC in the field (refer to B-3), and

➤ At the direction of a commander or supervisor, including but not limited to debriefs or purely administrative functions.

Ready Mode

The BWC is in the ready mode when the camera is powered on and the 30-second buffer is active. Members shall have the BWC in ready mode while in the field unless sleep mode is authorized by this policy.

B - 8. Body Worn Camera Activation Defined

Activation is defined as initiating the audio and visual recording capabilities of the BWC, either by the member utilizing the event button or via automatic trigger (i.e. blue-tooth signal technology).

When the BWC is staged in Ready Mode it is passively recording video at all times. When the BWC is activated, it saves a video-only (no audio) clip of the 30-second period prior to activation.

B - 9. Required Activation

Members wearing a BWC shall activate it **prior to** participating in any of the following circumstances:

1. Contacts with a person to confirm or dispel a suspicion that the person may be involved in criminal activity as a suspect;

2. Detentions and arrests;

3. Actively searching[1] for a person or vehicle to detain or arrest them for criminal activity. Examples of actively searching include the following but are not limited to;

   ➢ Searching a yard, building, or area for a criminal suspect;

   ➢ Searching a nearby area after a crime has just been committed in hopes of detaining the suspect.

4. Assessment or evaluation for a psychiatric detention pursuant to Welfare and Institutions Code § 5150;

5. Engaging in or trailing a vehicle pursuit[2], as defined in DGO J-04, *Pursuit Driving;*

6. Serving a search or arrest warrant;

7. Conducting any search of a person or property;

8. Escorting a detained or arrested person who is in custody at a police facility (e.g., from a patrol vehicle to an interview room or from the interview room to the restroom);

9. Transporting by vehicle any detained or arrested person (members working as the prisoner wagon transport officer may deactivate their BWC

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[1] Actively searching does not include routine patrol or officers being on general alert for criminal suspects, BOLO vehicles, or hot sheet vehicles during their routine duties.

[2] DGO J-4, II A

during transport if they are transporting persons in the separate video-recorded prisoner wagon compartment);

10. Following incidents where a department member is involved in a vehicle collision while utilizing a department vehicle, the member is wearing or carrying a BWC, and it is practical and safe to do so

11. When conducting any photographic[3] or in-person[4] line-up that is not recorded by some other means (e.g., interview room camera system);

12. Whenever taking any enforcement action or when ordered to activate their BWC by a supervisor or commander during a crowd control situation in the City of Oakland[5] (Training Bulletin III-G).

B - 10. Deactivation of the BWC

Prior to deactivating the BWC for any reason, members shall verbally note the reason they are deactivating the recording.

Once activated pursuant to B-6, members shall not deactivate their BWC until one of the following occurs:

1. They determine that there is no person who is being investigated, detained, or arrested present (e.g., cold report, subject of a call for service gone on arrival);

2. They are no longer actively searching for the suspect or subject of the call for service, or the possibility of enforcement activity is unlikely;

3. Their involvement in the contact, detention, search, or arrest has concluded;

4. The contact, detention, or arrest becomes a hospital guard;

5. They receive an order from a higher-ranking member. That higher-ranking member shall note the reasoning for deactivation via Computer-aided Dispatch (CAD), their BWC, or report;

6. They are discussing administrative, tactical, or law enforcement sensitive information away from non-law enforcement personnel;

7. They are at a location where they are not likely to have interaction or a chance encounter with the suspect (e.g. outer perimeter post, traffic control post, etc.);

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[3] Reference Training Bulletin I-T, *Double-Blind Sequential Photographic Line-Ups*
[4] Reference DGO M-06, *Prisoner Lineups*
[5] Training Bulletin III-G Crowd Control Management

8. A pursuit has been terminated and the member performs the required terminating action as specified in DGO J-04 or notifies the Communications Division that they are back in service;

9. They are interviewing a prospective informant for the purpose of gathering intelligence. At the conclusion of the interview, the BWC shall be re-activated until no longer required by policy;

10. They are meeting with an undercover officer. At the conclusion of the interview, the BWC shall be re-activated until no longer required by policy.

If circumstances arise requiring re-activation members shall re-activate pursuant to B-8, above.

B - 11. When BWC Activation is Not Required

BWC activation is not required under any of the following circumstances but is permitted:

➢ Members taking a report when available information indicates the suspect is not on scene;

➢ Members on a guard assignment at a police, medical, psychiatric, jail, or detention facility. Members shall assess the circumstances (e.g. suspect's demeanor/actions, spontaneous statements, etc.) of each guard assignment, on a continuing basis, to determine whether to discretionarily activate or de-activate their BWC;

➢ They are interviewing a prospective informant for the purpose of gathering intelligence. At the conclusion of the interview, the BWC shall be re-activated until no longer required by policy;

➢ They are interviewing an undercover officer. At the conclusion of the interview, the BWC shall be re-activated until no longer required by policy.

B - 12. Discretionary Activation and De-Activation

When not *required* to activate or *prohibited* from activation as described above (see B-9 – B-11), members may use their discretion when deciding to activate or de-activate their BWC.

B - 13. Recording Statements with BWC

Members are authorized to use the BWC to record statements in lieu of a written statement. BWC statements shall not be used to record statements from child abuse or sexual assault victims unless specifically exempted by Reporting Writing Manual S-01.

B - 14. BWC Use Documentation

Members are required to document all activations of their BWC, except for tests or accidental and false signal recordings. Documentation shall be made

in at least one of the following reports, as appropriate:

➢ Crime Report

➢ Consolidated Arrest Report or Juvenile Record

➢ Field Interview Report

➢ Computer-aided Dispatch (CAD) notes, or

➢ Use of Force Report.

Delayed or non-activations of the BWC, when activation was required by policy, shall be documented in the appropriate report, and reported to the member's supervisor.

B - 15. Data Upload

Members shall upload BWC data files (videos) at the end of and, if needed, during their shift to ensure storage capacity is not exceeded.

B - 16. Annotation and Categorization of BWC Files

All members shall annotate BWC data files (videos) daily, or, if not feasible, by the end of the member's next regularly scheduled workday. The following information shall be annotated on every BWC data file:

➢ Report number associated with the incident recorded (in the ID field); or

➢ Incident number (in the ID field if there is no report number associated with the incident being recorded)

➢ The category of the video using the appropriate retention category. See Appendix A for the Department's category and BWC file retention schedule.

If neither the report number nor the incident number exists, members may use the letters "NA" or leave the ID field blank.

Members are authorized to view their video in order to identify the file for annotation unless otherwise prohibited by policy.

During incidents that require exceptional resources or large-scale activation of Department members (e.g. natural disaster), the incident commander may approve delayed annotation of BWC files except in cases that require an investigative call-out. The incident commander shall document any such orders in the appropriate after-action report.

C. VIEWING OF BWC FILES

C - 1. Member Review of Their Own BWC Files

Members are authorized to review their BWC recordings to properly identify the data files and, refresh their memory regarding an incident, or for any other work-related purpose, unless otherwise prohibited by policy.

Personnel viewing any video file shall document the reason for access in the "Notes" field of each video file viewed.

C - 2. When Members are Prohibited from Reviewing BWC Files

1. Members designated as involved in a Level 1 Investigation. Members who are involved in a Level 1 Investigation[6] are prohibited from reviewing their BWC files until the Level 1 investigator allows the review pursuant to section D-7.

2. Criminal Investigation of a Member. Personnel who are the subject of a criminal investigation may not view any audio/video recordings related to the incident except upon approval, as specified below, by the CID or Internal Affairs Division (IAD) Commander.

3. Administrative Investigation of a Member. Personnel having received notification (Complaint Notification Report [CNR]) from the IAD and who are considered to be a subject or witness officer, may not view any audio/video recordings related to the incident except upon approval, as specified below, by the IAD Commander.

C - 3. Supervisor and Command Viewing of Subordinate BWC Files

Unless prohibited under C-2, above, supervisors and commanders are authorized to review their own BWC video files, all video files of their subordinates' and, as necessary to complete required duties, any associated video files of non-subordinate members, unless otherwise prohibited by policy.

C - 4. Review of BWC Files by Criminal Investigation Personnel

Personnel assigned to CID or other investigatory units are authorized to view any BWC video file associated to their active or ongoing investigations, unless otherwise prohibited by policy.

Investigators conducting criminal investigations shall:

➢ Review the file to determine whether the BWC file is of evidentiary value and add categories to it as necessary to modify retention and/or access restrictions; and

➢ Notify the System Administrator to remove any access restriction when the criminal investigation is closed.

C - 5. Use of BWC Files for Training

Training staff is authorized to view BWC files regarding incidents which may serve as learning or teaching tool. A BWC file may be utilized as a training tool for individuals, specific units, or the Department as a whole. A recommendation to utilize a BWC file for such a purpose may come from any source.

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[6] Reference BOI P&P 19-01, *Level 1 Investigations*

A person recommending utilizing a BWC file for training purposes shall submit the recommendation through the chain of command to the Training Section Commander.

The Training Section Commander shall review the recommendation and determine how best to utilize the BWC file considering the identity of the person(s) involved, sensitivity of the incident, and the benefit of utilizing the file versus other means.

D. ACCOUNTABILITY AND INTERNAL INVESTIGATION REVIEWS

D - 1. Review Considerations for all Supervisor or Commander Reviews of BWC

Supervisors and commanders have the ability to review their subordinates' [C-3 BWC recordings] during the course of normal supervision and have the obligation to review certain recordings pertaining to specific events. In addition to required assessments during other reviews, all BWC recording reviews by supervisors and commanders shall follow these guidelines:

1. Supervisor and command review of subordinate BWC recordings shall include an assessment of:

    a. Officer performance and training needs;

    b. Policy compliance, including compliance with the provisions of this policy; and

    c. Consistency between written reports and video files.

2. When a member does not activate or de-activate their BWC as required by policy, supervisors and commanders shall determine if the delayed or non-activation was reasonable, based upon the circumstances.

3. If the supervisor or commander determines that the delay or non-activation was reasonable, they shall document the justification in the appropriate report. If no report is generated, this shall be documented in a Supervisory Notes File (SNF)[7] for the officer. The supervisor's commander shall be advised, and their (commander) name noted in the SNF.

4. Supervisors, commanders, and managers who discover Class II misconduct during the review of the BWC video, that does not indicate a pattern of misconduct, may address the Class II misconduct through non-disciplinary corrective action. Any Class II violations of this policy shall be documented by SNF in the member's file, with the SNF entry including

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[7] **Practice note (Dec 2022)**: In the Department's VISION system, notes documenting a **reasonable** BWC delay or non-activation should use the SNF Category "Supervisory Observations" and the Type "N/A". Such notes that a delay or non-activation was reasonable do not constitute a pattern and should not be used for the purposes of discipline or misconduct investigation (refer to DGO M-03).

documentation that a review of the member's SNF was completed, and that the violation was not evidence of a pattern of misconduct[8].

D - 2. Supervisor Random Accountability Review

In addition to other required video recording reviews, all supervisors shall conduct a random review of at least one BWC recording for each of their subordinates on a monthly basis. Supervisors shall ensure that each selected recording has a minimum length of ten (10) minutes or the longest video if there is no 10-minute video.

D - 3. Supervisor Specified Incident Review

In addition to other required video recording reviews, all supervisors shall

conduct a review of relevant BWC recordings of the arresting officer(s) involving:

➢ 69 PC (Resist or Deter Peace or Executive Officer)

➢ 148 PC (Resist, Delay, or Obstruct Peace Officer); and

➢ 243(b) or (c) PC (Battery on Peace or Government Officer)

For the above arrests/incidents, supervisors shall at minimum review the BWC recordings of the primary arresting officer(s) and the officer(s) who were victims of the engaged person (if different), starting from the officer(s) initial interaction with the subject of the arrest until the arrestee has been controlled.

During incidents involving multiple officers, and absent a reported Use of Force, supervisors are not required to view all of the involved officer's BWC recordings where doing so would be redundant.

D - 4. Force Investigation Review (Level 2-4 UOF)

When investigating a Use of Force (UOF) categorized under Level 2 or Level 3, supervisors shall conduct a review of the pertinent section of BWC recordings for all members who are **witnesses to** or **involved in** the UOF.

When approving a UOF categorized under Level 4, supervisors shall conduct at least a review of the pertinent section of BWC recordings **of the specific member(s) who used force**, for the purpose of determining if the Use of Force was in compliance with department policy.

In circumstances where the BWC video of the specific member(s) who used force is not sufficient to determine compliance (e.g., BWC obscured, clear angle captured from other BWC, force-using member's BWC fell off or wasn't activated, etc.), then supervisors shall conduct sufficient BWC review to be able to determine if the force was in compliance with department policy.

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[8] Refer to DGO M-03 at III, A, 9.

BWC related to a documented Level 4 Type 32 Use of Force where Type 32 is the only force type is only required under certain circumstances; reference *Special Order 9208*.

D - 5. Vehicle Pursuit Investigation Review

When investigating a Vehicle Pursuit, Supervisors shall conduct a review of the pertinent section of BWC recordings for all members who were involved in the pursuit as a pursuing unit (at any point during the pursuit). This review shall include the BWC recordings of members from the beginning of their involvement in the pursuit, until the termination of their involvement in the pursuit.

For involved members who were riding together in the same vehicle during the pursuit, the approving or investigating supervisor may review only one member's BWC footage if the footage is redundant.

D - 6. Internal Investigation Review

When completing an internal investigation, the assigned investigator shall at minimum review BWC footage that is pertinent to the investigation, and which provides evidentiary value or assists in completing the investigation.

D - 7. Level 1 Investigation Review

In the event of a Level 1 investigation (reference BOI P&P 19-01, *Level 1 Investigations*), all BWC recordings shall be uploaded to evidence.com as soon as practical.

An involved or witness member's BWC shall be taken from them and secured by a supervisor, commander, or appropriate investigator, as necessary. The recordings shall be uploaded by personnel designated by the CID investigator.

After the recordings are uploaded, the CID investigator or designee shall turn the BWC into property until the CID and IAD Commander determine it may be released back to the member. The CID investigator shall ensure the chain of custody is documented in their report.

Personnel uploading secured BWC video files shall not view the files unless authorized by the CID investigator.

No personnel involved in or a witness to a Level 1 incident may view any BWC recordings prior to being interviewed by the appropriate investigative unit and receiving command approval.

Once a member's report(s) has been submitted and approved and/or the member has been interviewed by the appropriate investigator, the investigator may show the member his/her audio/video. This will occur prior to the conclusion of the interview process.

Personnel will be given the opportunity to provide additional information to supplement their statement and may be asked additional questions by the investigators.

D - 8. Command Review (Level 2 or 3 Use of Force)

Following the investigation of a Level 2 or Level 3 Use of Force by a supervisor, both the investigator's first level commander and the division commander shall conduct a review of the pertinent section of BWC recordings for all members who are witnesses to or involved in the UOF.

D - 9. Auditing and Other Review

OIA staff (when conducting audits), supervisors, commanders, active Field Training Officers (FTOs), and the FTO Coordinator are authorized to view BWC files to assist with the conduct of audits and inspections (OIA) or evaluate the performance of subordinate or trainee members unless otherwise prohibited by policy.

E. COPYING OF BWC FILES

E - 1. Court and Judicial Proceeding BWC File Copies

Personnel requiring a copy of BWC audio/video file(s) for court (e.g., for Traffic court, or a proceeding in a different county) shall contact their first line supervisor or their designated System Administrator (for non-patrol assignments). If the first line supervisor is unavailable, personnel shall contact any System Administrator. Any BWC copies not entered into evidence shall be returned to the first line supervisor or a System Administrator for destruction.

CID and other investigative personnel taking a case to the District Attorney (DA) for charging are responsible for obtaining copies of, and/or using the evidence.com secure sharing capability to share, all applicable BWC files for presentation to the DA.

Prior to copying the BWC video file, members authorized to make copies shall document the reason for making the copy and the name of the person receiving the copy in the "Notes" field of each video file copied. If applicable, the name entry shall also include the person's rank and serial number.

The person receiving the copy shall maintain the copy in a secure location until it is needed for court or custody is transferred to another person. Additionally, they shall document, as soon as practical, the name and/or position of the person receiving the copy in the "Notes" field of each video file.

The documentation of the chain of custody and responsibility to secure the copy shall transfer to the person receiving the copy until:

> ➢ The copy is received by non-Department personnel (e.g. District Attorney, City Attorney, Court Clerk, etc.);

> ➢ The copy is admitted into evidence; or

> ➢ The copy is returned to a system administrator for destruction.

E - 2. Public Records Requests for BWC File Copies

Public Records requests shall be accepted and processed, in accordance with the provisions of federal, state, local statutes and DGO M-09.1, Public Records Access, and forwarded to the Project Administrator.

Copies of BWC video files for release pursuant to a public records request, or as authorized by the Chief of Police or designee, shall be redacted as required by prevailing law and Department procedures prior to release.

E - 3. Copying BWC Recordings for Reasons other than Court

Members may make copies of BWC recordings to facilitate their review and accountability authorities and responsibilities, as set forth in Sections C and D of this order.

Prior to copying the BWC video file, members authorized to make copies shall document the reason for making the copy and the name of the person receiving the copy in the "Notes" field of each video file copied. If applicable, the name entry shall also include the person's rank and serial number.

Copies of BWC video files for internal use shall be maintained in the appropriate case file or a secure location. When the copy is no longer needed, it shall be returned to a system administrator for destruction. The system administrator shall make an entry in the "Notes" field of the video file that the copy was destroyed.

E - 4. Prohibited Copies and File Sharing

All personnel are prohibited from the following:

➢ Making unauthorized copies, digital and/or hard copies, of an original or copied BWC video file;

➢ Giving or showing copies of BWC video files to anyone without a lawful right to know and need to know, unless authorized by the Chief of Police or designee and;

➢ Posting or having another person post a copied BWC video file on any social media site or public site unless authorized by the Chief of Police or designee.

F. DELETION OF BWC FILES AND AUDIT LOGS

F - 1. Removal Requests for Accidental Recordings

In the event of an unintended or inappropriate activation of the BWC where the resulting recording is of no investigative or evidentiary value, the respective member may request that the BWC file be deleted by submitting an email request to their first level commander with sufficient information to locate the BWC file. The first level commander shall approve or deny the request.

Approved requests shall be submitted to the Project Administrator at BWC@oaklandca.gov and the Project Administrator or designee will delete the accidental recordings.

F - 2. Data Retention and Scheduled Deletion of Files

BWC files shall be retained for a period of two years unless it is required for:

1. A criminal investigation;

2. An administrative investigation;

3. Research;

4. Civil litigation;

5. Training; and/or

6. No recordings shall be deleted while any request for the recordings is pending, including but not limited to a public records request or litigation hold request

BWC files that are not flagged for retention for any of the above reasons will be automatically deleted by the File Management System's data retention processes, which are set and maintained by the Project Administrator or designee.

F - 3. Access and Deletion Logs

Audit logs of access, review, copying and deletion of BWC files shall be retained permanently.

G. ADMINISTRATIVE INFORMATION

G - 1. Project Administrator

The Project Administrator is the commander over the Information Technology unit unless otherwise designated by the Chief of Police. The Project Administrator has oversight responsibilities that include, but are not limited to, the following:

➢ Document and track malfunctions and equipment failures;

➢ Policy and procedure review and evaluation;

➢ Ensure BWC files are secured and retained for the appropriate time period. Such security shall include FBI Criminal Justice Information Services

(CJIS) compliant safeguards that protect information from unauthorized access, including encryption and access control mechanisms.

➢ Ensure BWC files are reviewed and released in accordance with federal, state, local statutes, and Departmental General Order M-9.1, Public Records Access;

➢ Train the System Administrators to ensure consistency; and

➢ Establish policy and procedures for the replacement of non-functioning BWCs and the check-out of spare BWCs;

➢ The BWC Program Administrator shall provide the Chief of Police, Privacy Advisory Commission, and Public Safety Committee with an annual report that contains all components required by the Surveillance Technology Ordinance, as listed in Oakland Municipal Code 9.64.

G - 2. System Administrators

System Administrators shall be designated by the Bureau Commander for non-patrol assignments or the CID Commander for CID personnel. All Sergeants of Police assigned to the Bureau of Field Operations are System Administrators.

System Administrator responsibilities shall include, but are not limited to, the following:

➢ Ensure officers are assigned a fully functional BWC. Malfunctioning BWCs shall be replaced as soon as practical, in the manner specified by the Project Administrator;

➢ Refresher training for members as needed;

➢ Ensuring the return of damaged equipment to the Project Administrator;

➢ Making copies of BWC files for court or other authorized activities;

➢ Destruction of copied BWC files not admitted as evidence in court or no longer needed internally. System Administrators receiving a video file copy for destruction shall ensure the copy is destroyed and make an entry in the "Comments" field of the video file that the copy was destroyed.

G - 3. Training

The Training Section shall ensure that members receive department-approved training as needed for those who are assigned a BWC, and training regarding the process for uploading and downloading BWC data.

G - 4. Description of the Technology BWCs

The BWC is a combination camera and microphone that collects audio and video in a digital format.

G - 5. Description of the Technology BWC File Management System

The BWC system employed by OPD features BWC docking stations and an internet web interface for controlling how files are uploaded and archived. The interface allows for Internet Protocol restriction features to control the locations where the system can be accessed. These restrictions limit BWC video file access to only authorized OPD personnel. Videos that are tagged for any reason as part of an investigation are moved to separate folders where they cannot be deleted. The cloud-based archive system has built-in redundancy with multiple servers to ensure data integrity and CJIS compliance.

By order of

Darren Allison
Acting Chief of Police

Date Signed: 11/21/23

Appendix A

Category Name	Retention Period	Legal Retention Requirements
Incident / Citizen Contact (No Crime)	2 yrs	Basic (set by policy DGO I-15)
Traffic / Bike / Ped Stop	2 yrs	Basic
Accidental / False Signal / Signal Testing	2 yrs or sooner if deleted per policy	Basic
Test / Vehicle Inspection	2 yrs or sooner if deleted per policy	Basic
Mental Health	2 yrs	Basic
Violent Felony / DOA	Indefinite	Statute of Limitations (SOL)
Misdemeanor Case (including report, statements, cite, or arrest)	2 yrs	SOL
Felony Case (including report, statements, cite, or arrest - no violent felonies or sex crimes)	3 yrs	SOL
Domestic Violence	5 yrs	SOL, prior action charging
Collision	5 yrs	13552 Traffic Collisions non-fatal is 5 years for reports - matching to keep digital evidence the same

Missing Person / Runaway	Indefinite	SOL (Possible homicide)
DUI	10 yrs	SOL, prior action charging
Sex Crimes	Indefinite	SOL
Vehicle Pursuit	5 yrs	Administrative SOL
Sergeants / Commanders Admin	2 yrs	Possible IA/DLI - intake/Sergeant/etc. to update category if so
IA/DLI	Indefinite	Administrative SOL
Never Delete	Indefinite	Administrative SOL
Use of Force - Levels 1 and 2	Indefinite	Administrative SOL
Use of Force - Levels 3 and 4	Indefinite	Administrative SOL
Felony - Filed by DA	20 yrs	SOL plus appeals
Homicide	Indefinite	SOL
Misdemeanor - Filed by DA	10 yrs	SOL plus appeals
Missing Person / Runaway - Returned (replace other missing person category)	2 yrs	Basic (cures possible homicide SOL of other Missing Person category)
Legal - OCA/Records/Authorized Users Only	Indefinite	City Attorney's Office (CAO) Order
Collision - 901C	Indefinite	CAO Order
Collision - Major Injury / Fatal	Indefinite	SOL
Training	2 yrs	Basic

DATA USE AGREEMENT BETWEEN THE CITY OF OAKLAND AND THE BOARD OF TRUSTEES OF THE LELAND STANFORD UNIVERSITY

This Data Use Agreement (hereinafter referred to as the "Agreement") is between the CITY OF OAKLAND, through the OAKLAND POLICE DEPARTMENT (hereinafter referred to as "CITY or OPD"), and The BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY (hereinafter referred to as "STANFORD"), collectively referred to as the "Parties."

RECITALS

WHEREAS STANFORD is an institute with professors, graduate students, and researchers who possess knowledge in the field of law enforcement on the sociological and psychological dynamics in law enforcement agencies and in police and community relations; and

WHEREAS CITY has a desire to facilitate research at STANFORD to advance the accumulation of unique data in the field and to use the research to improve police practices and police-community relations in the City of Oakland; and

WHEREAS STANFORD represents that, to its knowledge and belief, that it is qualified to perform the research described in this Agreement;

THEREFORE, the Parties agree that STANFORD will conduct the specific research in accordance with the requirements of this Agreement, as detailed in Section 3 of this Agreement, as well as the following:

1. TERM

The obligations under this Agreement shall commence when signed by the Parties ("Effective Date") and shall continue for five (5) years. The Term may be extended upon mutual written agreement between the Parties.

2. COST

There is no exchange of money. The mutual research and data provision described herein shall be at the expense of each party.

STANFORD shall pay for the cost of storage, maintenance, and access to body worn camera footage provided under this Agreement.

3. SCOPE OF RESEARCH

The purpose of this research is to leverage technology (e.g., members' body worn cameras) and existing agency data (e.g., stop data, use of force data) to better understand the nature

of law enforcement's contacts with the public, and in turn develop and evaluate tools, trainings, and interventions designed to improve police practices and improve police-community relations. The goal of improving policing ultimately requires examination of factors and dynamics that are both external facing (e.g., OPD's encounters with the public) and internal facing (e.g., agency culture).

To this end, in collaboration with OPD, STANFORD will engage in the following research initiatives:

1. Applying a data-driven approach (which includes the analysis of existing agency data, such as body-worn camera footage and/or the development of new metrics) to gain insight about the nature and impact of police enforcement practices, including dynamics of police-community interactions during different types of encounters and the factors associated with racial disparities in enforcement practices and ensuing outcomes;

2. Leveraging empirical data to more objectively evaluate the effectiveness of Departmental interventions and approaches, namely police trainings and changes made to policy and practice;

3. Analysis of internal agency culture and the development and subsequent evaluation of tools, techniques, and trainings to intentionally shape law enforcement culture in ways that improve outcomes for both OPD members and the community members they are sworn to protect and serve.

The research to be performed is described further in **Exhibit A**, which is attached and incorporated herein by reference.

Based on the data provided to STANFORD by the CITY, STANFORD will use reasonable efforts to exercise its experience and expertise that is standard in the industry to perform the tasks as outlined in this Agreement.

4. **DELIVERABLES**

STANFORD will use reasonable efforts to perform the following:

1. STANFORD will conduct an analysis of footage from OPD's body-worn cameras using computational linguistics tools to detect patterns in police-community interactions/encounters and will make recommendations for relevant changes to policy, practice, and/or training. Given the wide range of encounters OPD members have with the public, the analysis will focus on a mutually agreed upon subset of encounters (e.g., officer-initiated traffic stops and encounters that involve the use of force). The goals of this work are to innovate and increase equity in law enforcement practices, reduce disparities, and improve police-community relations.

2. STANFORD will conduct an analysis of existing agency data (e.g., body-worn camera footage, personnel data) and/or new metrics that have been developed in order to systematically evaluate the effectiveness and impact of Department-level

interventions and approaches, namely police trainings and changes made to policy and practice. Given the wide range of possible initiatives and trainings, the analysis will focus on a mutually agreed upon subset of agency-level interventions and approaches (e.g., de-escalation trainings, policies that guide how and when members conduct self-initiated traffic stops). The goal of this work is to create a new industry gold standard for the assessment of police trainings and changes made to policy and practice. By comparing the body-worn camera footage of officers who took the training to those who did not, for example, an agency can determine whether and how a training might meaningfully impact police-community encounters and interactions.

3. For each of these deliverables, an accompanying summary report ("Summary Report") will be prepared and delivered in person or by way of a written report provided to the CITY, unless requested otherwise by the Parties, 90 days following the conclusion of the research.

5. CONFIDENTIALITY

5.1 Access to Confidential Information. STANFORD Researchers who are authorized by STANFORD'S Principal Investigator Jennifer L. Eberhardt, William R. Kimball Professor at the Graduate School of Business and Faculty Co-Director of Stanford SPARQ, shall have access to OPD Data as defined in Section 5.

Prior to providing access to OPD Data, STANFORD shall provide a list of authorized Stanford Researchers to OPD ("Personnel List").

OPD will provide information that is de-identified to the extent reasonably feasible. In some situations, providing de-identified information is not feasible or would be prohibitively burdensome. De-identified information is information that is not anonymized but does not contain any immediately identifiable information, though there may be a way to link the information back to identifiable information. OPD may also disclose information that is considered sensitive in nature as it may reveal operational information. OPD represents and warrants that it has the right and authority to provide OPD Data to STANFORD for the uses contemplated under the Agreement.

5.2 Legal Limitations on Disclosure of Confidential Information. OPD will not disclose information to STANFORD under this Agreement where disclosure is prohibited by law. If the law allows OPD to disclose Confidential Information to STANFORD, STANFORD shall use such information only in accordance with and to the extent permitted by law and only as necessary in performing this Agreement. "Confidential Information" means non-public City information including, but not limited to, personally-identifiable information, protected health information, individual financial information, or information relating to criminal investigations and clearly marked "confidential", or if disclosed orally or in any other form, is identified as "confidential" at the time of disclosure, with the exception of subparagraph 5.5.10 (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information,

including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and California Penal Code Sections 263.1 and 293.

5.3 Protection of Confidential Information. In the performance of research described in Section 3, STANFORD may have access to CITY'S proprietary or Confidential Information, the disclosure of which to third parties may damage CITY. If CITY discloses proprietary or Confidential Information to STANFORD such information must be held by STANFORD in confidence and used only in performing the Agreement. STANFORD shall exercise the same standard of care to protect such information as a reasonably prudent research institution would use to protect its own proprietary or Confidential Information of a similar nature. BWC footage will be securely stored in accordance with a protocol approved by STANFORD'S Privacy Office. STANFORD shall return to OPD or destroy BWC footage and any other Confidential Information accessed, stored and maintained by STANFORD pursuant to this Agreement no more than three (3) years following termination of this Agreement.

5.4 Duty not to Disclose. The STANFORD Researchers agree not to disclose OPD's Data unless authorized herein or as set forth in Section 5.7.

5.5 Definition of OPD Data. Any data or information OPD provides to STANFORD pursuant to this Agreement is considered OPD Data. OPD Data may include, but may not be limited to the following records and information contained therein:

1. Vehicle Stop Data - Any mandatory State collection Data, Citation Data and Date, Time, Location, Demographics of Officer and Subject stopped (for both adults and minors), Reason/Offense of stop, Disposition, Search Conducted, Search found contraband, Vehicle Pursuit, Make/Model of Vehicle

2. Pedestrian Stop Data - Any mandatory State collection Data, Date, Time, Location, Demographics of Officer and Subject stopped (for both adults and minors), Reason/Offense of stop, Disposition, Search Conducted, Search found contraband, Foot Pursuit, Number of People stopped

3. Use of Force Data - Date, Time, Date reported, Location, Demographics of Officer and Subject Stopped (for both adults and minors), Reason/Offense of stop, Disposition, Type of Force used, Resistance Level of Subject

4. Policy Manual - Electronic copy of All Policies (current)

5. Secondary Data (examples) - Department Demographics, Crime Data for both adults and minors, (NIBRS/FBI UCR), Calls for Service Data, Annual Reports

(Use of Force, IA, etc.)

6. Aggregate complaint data

7. Aggregate crime statistics

8. Deployment data

9. Calls for service data

10. Body Worn Camera Recordings – Actual Body Worn Camera ("BWC") recordings will not be stamped or labeled as "Confidential Information" due to the difficulty in labeling all frames of a digital recording as confidential; nonetheless, any such data is understood and agreed to remain confidential between the Parties under the terms of this Agreement. To the extent STANFORD is made aware of a citizen's or officer's name, badge number, or other personal or unique identifying information, STANFORD shall not use directly or indirectly any information in its research findings that would identify the officer, citizen, or the CITY.

11. If there is an additional category of OPD Data not specifically referenced above that STANFORD seeks to collect, STANFORD shall notify OPD as soon as reasonably practicable. The Parties will confer in good faith to determine whether release of the requested data is consistent with the terms and conditions of this Agreement.

5.6 Transfer of Confidential Information. STANFORD shall store data on a separate secure server used only for high-risk data. The server is physically housed in the access-controlled STANFORD Research Computing Facility (SRCF) at SLAC National Accelerator Laboratory, one of the 17 U.S. Department of Energy national laboratories. The data center building is under 24/7 video surveillance with badge access and centrally logging of all entries. The server complies with the standards set for High-Risk Servers by STANFORD'S Information Security Office (ISO) (see https://uit.stanford.edu/guide/securitystandards) and records metadata logs for all external network connections.

5.7 Excluded from Confidential Information. STANFORD may disclose the OPD Data or information under Section 5 of this Agreement, to the extent that it is required to be produced pursuant to a requirement of applicable law, government agency, an order of a court of competent jurisdiction, or a facially valid administrative, Congressional, or other subpoena, provided that STANFORD, subject to the requirement, order, or subpoena, promptly notifies the CITY. To the extent allowed under applicable law, the CITY may seek to limit the scope of such disclosure and/or seek to obtain a protective order. STANFORD will disclose only the minimum amount of Confidential Information necessary to comply with law or court order as advised by its legal counsel.

6. COOPERATION IN PROVISION OF ACCESS TO CONFIDENTIAL DATA

The Parties hereby commit to work together, in good faith, to provide STANFORD

Researchers confidential access to all records necessary to conduct the research described in Section 3 above, consistent with CITY'S policies, statutory obligations, and this Agreement.

The Parties acknowledge that without provision of the data as described in this Agreement, STANFORD will not able to conduct the scope of research specified in Section 3 of this Agreement.

7. DATA BREACH

STANFORD Data Breach. In the event of any Data Breach, act, error, omission, negligence, misconduct, or breach that compromises the security, confidentiality, or integrity of City Data, STANFORD shall, as applicable:

a.　　Notice. STANFORD shall notify the City as soon as practicable but no later than five (5) business days of confirming such occurrence. STANFORD notification shall identify to the extent already known:

i.　　the nature of the unauthorized access, use or disclosure;
ii.　　the information accessed, used, or disclosed;
iii.　　the person(s) who accessed, used and disclosed and/or received protected information (if known);
iv.　　what corrective action STANFORD has taken or will take to prevent future unauthorized access, use or disclosure.

b.　　Plan to Prevent Future Event. STANFORD shall provide to the City a plan within thirty (30) calendar days of the Data Breach occurrence describing the measures STANFORD will undertake to prevent future occurrences.

c.　　Notification. Notification to the City, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of STANFORD representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps STANFORD has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself, and, contact information for major credit reporting agencies.

d.　　Data Loss. If STANFORD determines that there is a data loss, STANFORD shall promptly notify the City without unreasonable delay and assign someone to coordinate with the City to resolve the cause of data loss and assist in data recovery.

8. TERMINATION

Either Party may terminate this Agreement at any time by giving the other Party not less than thirty (30) days prior written notice. This Agreement shall remain in effect as stated in paragraph 1 above. Upon termination, STANFORD shall destroy CITY Data and Confidential Information in accordance with paragraph 5.3 above.

9. DEDICATED LIAISON

CITY shall designate a manager with the authority to communicate directly with the Chief of Police, to act as a Liaison with STANFORD Researchers. The Liaison will coordinate

research efforts between CITY and STANFORD Researchers, and assist the Researchers in understanding and navigating with CITY departments.

10. PUBLICATION, PUBLICITY AND OWNERSHIP OF DATA

10.1 Publicity

Neither Party will use the name, trade name, trademark, or other designation of the other Party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of individuals who have the authority to bind the entity. Either Party may make a statement of fact regarding their collaboration on this project without prior written approval.

10.2 Exclusive Authority Over Publication and Publication Contents

STANFORD Researchers shall be free to publish the results of their research in their exclusive discretion and as they see fit without approval of or interference by CITY or anyone associated with CITY. STANFORD Researchers shall give CITY thirty (30) calendar days' notice prior to submitting any of their research findings for publication to allow CITY an opportunity to review the manuscript or publication. Such notice shall be in writing and be in the form of the proposed manuscript or publication itself. Within thirty (30) calendar days of receiving the notice contemplated in this paragraph, City may review the proposed manuscript or publication to:

a) Identify information it deems to be Confidential Information and request its removal;
b) Confirm the privacy rights of individuals are adequately protected; and
c) Identify information the CITY deems incorrect and request it be corrected.

CITY will provide comments, if any, within 15 days of receiving the manuscript or publication. If patentable technology is disclosed in the manuscript or publication, CITY will promptly advise STANFORD whether it requests STANFORD to file and prosecute a patent application. Unless CITY agrees to an exception, under no circumstances shall any manuscript or publication include any information disclosing confidential data or material, or the names of individual police officers or other OPD employees, members of the public, or information that is reasonably likely to lead to their identification or which may compromise the confidentiality of personal and personnel information. If CITY's confidential information is disclosed in the manuscript or publication, CITY, and STANFORD will agree to modifications agreeable to both parties.

10.3 Ownership of Research Data

Except as provided herein, STANFORD retains ownership of all work products arising from the processing of Confidential Information and all data that is collected during the research undertaken pursuant to this Agreement. STANFORD shall retain all rights to publish scholarly works using any data or work product, subject only to the requirements of this Agreement, including the treatment of Confidential Information. Confidential Information that contains personal identifiers of individual officers, civilian employees, or persons whose names appear

in investigation records shall remain in the sole and exclusive ownership of CITY. The City retains all ownership and rights to the underlying OPD Data and information under Section 5 of this Agreement.

11. LIABILITY

(a)   STANFORD agrees to hold harmless and indemnify the CITY from all liabilities, demands, damages, expenses, and losses arising out of its gross negligence or willful misconduct in connection with this Agreement.

(b)   CITY agrees to hold harmless and indemnify STANFORD from all liabilities, demands, damages, expenses, and losses arising out of its gross negligence or willful misconduct in connection with this Agreement.

(c)   With respect to the CITY'S use of any analyses or other outcomes provided by STANFORD to the CITY, the CITY agrees to hold harmless, indemnify, and defend STANFORD from all liabilities, demands, damages, expenses, and losses arising from any use of such analyses or outcomes by the CITY, except to the extent such liabilities and associated costs are caused by the gross negligence or willful misconduct of STANFORD.

No Consequential Damages. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

12. INSURANCE

Without in any way limiting the Parties' liability, both parties are self-insured sufficient to cover its liabilities arising from the performance this Agreement.

13. NOTICES

Any notice, consent, or correspondence shall be effective only in writing, personally delivered with an executed acknowledgement of receipt or deposited in the U.S. mail, certified, postage prepaid and addressed as follow:

To STANFORD:	Office of Research Administration
	Stanford University
	485 Broadway, Floor 3
	Redwood City, CA 94063-3136
	Attention: RRA-
	cc: osr_intake@stanford.edu
	cc: jcgenota@stanford.edu
	cc: jleberhardt@stanford.edu

To CITY: Lisa Ausmus
                      Acting Deputy Chief of Police
                      Bureau of Risk Management
                      Oakland Police Department
                      455 7th Street, 9th Floor
                      Oakland, CA 94607

Either Party may change the name or address of the representative for the purpose of this Notice paragraph by providing prompt written notice to the other Party.

14. INDEPENDENT CONTRACTOR

It is understood and agreed that STANFORD shall act as and be an independent contractor and not an agent or employee of CITY; and as independent contractor, STANFORD shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and STANFORD hereby expressly waives any claim it may have to any such rights.

Neither STANFORD nor anyone employed by STANFORD will represent, act, or purport to act as, or be deemed to be an agent, representative, or employee of CITY. Neither will CITY nor anyone employed by CITY represent, act, or purport to act as, or be deemed to be, an agent, representative, or employee of STANFORD.

15. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings with respect thereto.

17. MODIFICATIONS; WAIVER

No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and signed by each Party. Failure by a Party to enforce any rights under this Agreement will not be construed as a waiver of such rights nor will a waiver by a Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

18. NO THIRD-PARTY RIGHTS

This Agreement is solely for the benefit of STANFORD and CITY. This Agreement is not

intended to and does not create any cause of action, claim, defense or other right in favor of any party who is not a signatory to this Agreement.

19. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California. The Parties agree that venue for any legal action concerning any dispute arising under this Agreement shall be a court of competent jurisdiction located in Santa Clara County, California.

20. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

21. ASSIGNABILITY

The Parties agree that the Agreement and any rights, duties, obligations, or interests in the Agreement cannot be assigned or transferred without the express, written consent of the other Party. Any attempt to transfer or assign without prior written consent shall be void.

IN WITNESS WHEREOF, the Parties have executed this Data Use Agreement as of the Effective Date.

BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

OAKLAND POLICE DEPARTMENT on behalf of the CITY OF OAKLAND:

By: _____
Jeff Genota, Data Use Agreement Officer
Office of Research Administration
Stanford University

By: _____
Floyd Mitchell, Chief of Police
City of Oakland

Date: _____

Date: _____

By: _____
Jestin D. Johnson, City Administrator
City of Oakland

Date: _____

Exhibit A: Scope of Research

Overview:

The goal of this research is to leverage technology (e.g., members' body-worn cameras) and existing agency data (e.g., stop data, use of force data) to better understand the nature of law enforcement's encounters with the public, and, in turn, develop and evaluate tools, trainings, and interventions designed to improve police practices and improve police-community relations.

In particular, the research described herein provides an opportunity to unlock the potential of the body- worn camera footage that law enforcement agencies routinely collect. Rather than exclusively being considered evidence of what transpired during a single encounter, body-worn camera footage can also be harnessed as a rich source of data to be mined for insights and common patterns of engagement between the police and the public across hundreds or even thousands of police-community interactions. These insights can help guide an agency and its members and inform the development of novel tools, trainings, and interventions designed to improve police practices and improve police-community relations. Body-worn camera footage can subsequently be used to systematically evaluate the impact of those efforts that an agency has undertaken to change its policies, practices, and/or the manner in which officers are trained.

Improving police-community relations requires not only an examination of factors and dynamics that are external facing (e.g., members' encounters with the public) but also factors that are internal facing (e.g., agency culture). As such, Stanford and OPD will explore the impact of systematic efforts to deliberately shape law enforcement culture in ways that contribute to both the health of police- community relations and officer well-being.

In partnership with OPD, STANFORD will engage in the following initiatives:

1. Applying a data-driven approach (which includes the analysis of existing agency data, such as body-worn camera footage and/or the development of new metrics) to gain insight about the nature and impact of current police enforcement practices, including the dynamics of police- community interactions during different types of encounters and the factors associated with racial disparities in those enforcement practices and ensuing outcomes;

2. Leveraging empirical data to more objectively evaluate the effectiveness of Department interventions and approaches, namely police trainings and changes made to policy and practice;

Analysis of current policing practices and police-community interactions:

Routine encounters, like vehicle stops, are the most common way the public interacts with the police and, as such, are the foundation of the relationship between communities and the police who serve them. Members' body-worn camera footage of these encounters provides a window into the substance and nature of these interactions. Analyzing and applying

computational tools to police officers' body-worn camera footage of routine encounters enables researchers, practitioners, and policymakers to measure, diagnose, and prescribe remedies to improve the health of police-community relations.

As such, Stanford will conduct an analysis of footage from OPD's body-worn cameras using computational linguistics tools to detect patterns in police-community interactions/encounters. These analyses will be used to make recommendations for relevant changes to policy, practice, and/or training. The goals of the analyses and subsequent recommendations are to innovate and increase equity in law enforcement practices, reduce disparities, and improve police-community relations.

Given the wide range of encounters OPD members have with the public, Stanford's analysis will necessarily focus on some subset of encounters (e.g., officer-initiated vehicle stops, encounters that involve the use of force) that have been mutually agreed upon. With the guidance and input of OPD, Stanford, for example, could analyze body-camera footage of vehicle stops to systematically explore the linguistic and environmental factors that may be associated with escalation during such stops. Such an analysis could shed light on the following questions: Do officers' words and tone of voice during the first seconds of a stop predict whether it will end with the driver being handcuffed, searched, or arrested? Does this process play out differently depending on the location of the stop or the time of day? Does the race of the driver or the experience level of the officer play a role? Developing and validating metrics to detect escalation, in turn, will provide clues to which de-escalation techniques and tactics may be most effective.

As background research, STANFORD will go on police ride-alongs into public areas with members of the OPD. STANFORD will also review relevant state and local laws, departmental policies, memos, and general orders that guide officers' conduct and interactions with the public. If deemed appropriate by OPD liaisons, STANFORD will attend relevant ongoing trainings offered by the OPD for additional context.

Once all necessary data have been received, the analysis of each subset of police-community encounters will last approximately two years, depending on the scope.

Evaluating the impact of policy change and other intervention strategies:

Through Department policy, agency executives directly communicate a set of values to the rank-and-file that is intended to guide officers' behavior. Yet these values and how they translate into behavior can be hard to measure. STANFORD proposes that policy change can be data-driven and, in partnership with OPD, will develop a method to use body-camera footage (and other sources of data) to quantify and evaluate the effectiveness of policy change. These policy changes may include, for example, new policies that affect how officers are to make decisions and/or collect information about self-initiated activity, guidelines for how and when to conduct searches, and directives about which enforcement practices the agency is prioritizing.

Stanford's process of developing a systematic method for evaluating the impact of

Department level intervention strategies will require the regular input of OPD executives to articulate what kinds of outcomes they hope to see affected by altering a particular type of policy or practice. Because changing the use of force policy would likely have different consequences than changing protocols for writing traffic tickets, the method and markers must be tailored to the type of policy being reformed.

This process of systematic evaluation can also be applied to trainings for sworn members. It is in the interest of all stakeholders that the trainings law enforcement officers go through, often at significant expense, are effective. For example, how are the skills officers are taught through OPD's Training Division directly translating to officers' ability to proactively de-escalate real-life interactions and promote positive relations with the public? What specific metrics capture the changes on the ground that are brought about because of the completion of training? In other words, what is the evidence that a given training moves the needle in the way it was designed?

To complete this research by evaluating department interventions and building on STANFORD's past work, Stanford will develop new methods to analyze members' footage. For example, using machine learning, Stanford will develop algorithms to analyze the language used in the course of interactions between the police and the community. The analysis will be conducted using research protocols approved by the Stanford University Institutional Review Board (IRB). The body-worn camera footage will be securely stored in accordance with a protocol approved by STANFORD'S Privacy Office. The insights gained from the analysis can be leveraged to refine and inform Department trainings, and policy and practice reform efforts.

Once all necessary data have been received, the analysis of body-worn camera footage and other sources of data tied specifically to each intervention will take approximately two years, depending on the scope.

Leveraging body-worn camera footage to assess the effects of training on officer communication during traffic stops

Nicholas P. Camp [ID][a,*,1], Rob Voigt [ID][b,c,1], MaryYam G. Hamedani [ID][d], Dan Jurafsky [ID][e,f] and Jennifer L. Eberhardt [ID][d,g,h,*,1]

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[e]Department of Linguistics, Stanford University, Stanford, CA 94305, USA
[f]Department of Computer Science, Stanford University, Stanford, CA 94305, USA
[g]Stanford Graduate School of Business, Stanford University, Stanford, CA 94305, USA
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[1]Connotes joint authorship.
Edited By Michael Muthukrishna

Abstract

Can training police officers on how to best interact with the public actually improve their interactions with community members? This has been a challenging question to answer. Interpersonal aspects of policing are consequential but largely invisible in administrative records commonly used for evaluation. In this study, we offer a solution: body-worn camera footage captures police–community interactions and how they might change as a function of training. Using this *footage-as-data* approach, we consider changes in officers' communication following procedural justice training in Oakland, CA, USA, one module of which sought to increase officer-communicated respect during traffic stops. We applied natural language processing tools and expert annotations of traffic stop recordings to detect whether officers enacted the five behaviors recommended in this module. Compared with recordings of stops that occurred prior to the training, we find that officers employed more of these techniques in posttraining stops; officers were more likely to express concern for drivers' safety, offer reassurance, and provide explicit reasons for the stop. These methods demonstrate the promise of a footage-as-data approach to capture and affect change in police–community interactions.

Keywords: police interventions, body camera footage, procedural justice, natural language processing, computational linguistics

Significance Statement

Police chiefs, city officials, and community leaders alike have highlighted the need to establish respect and restore trust in police–community interactions. Police departments across the nation have implemented trainings to change the tenor of officer communication. How can we tell whether these efforts are successful? We use body camera footage to observe how officers communicate with the public, and how these interactions might change in response to officer training. Using body camera footage as data, we find that officers communicated more respectfully with drivers after being trained in procedural justice. Our findings illustrate how trainings might improve police–community conversations, and, more broadly, how body camera footage can be used to affect and measure change.

Introduction

Video recordings have long played a role in bringing the hidden realities of policing to public light. From camcorder footage of the beating of Rodney King in 1991 to the cell phone videos and body-worn camera recordings that captured the killings of Oscar Grant, George Floyd, Tyre Nichols, and Sonya Massey decades later, footage of police violence has sparked mass protests and calls to reform, reimagine, or abolish the police. Critical incidents such as these are the tip of the iceberg in the long and complex history of police–community relations, the vast majority of which take shape out of the public eye. Nearly 18.7 million people are stopped each year by law enforcement (1). While few of these encounters garner public attention, these interactions also play an important role in community members' perceptions of the police. Those

perceptions reveal a clear racial divide: less than half of all Americans, and just over 1 in 10 African Americans, express confidence in law enforcement to treat all community members equally (2).

Today, the bulk of police–community interactions remain out of sight, not necessarily because they are unrecorded, but because the footage goes unobserved. With the rapid adoption of body-worn cameras, contacts between police officers and members of the public are captured at an unprecedented scale. 47% of US law enforcement agencies and 80% of large departments had adopted body cameras as of 2016 (3), with many more acquiring them in the years since. Despite—or because of—the sheer number of video recordings agencies produce each day, only a small subset of these videos are reviewed for accountability or evidentiary purposes.

Yet body-worn camera footage has the potential to serve another end: a source of data. The proliferation of body cameras means that police interactions can be observed at the scale of broad agency-wide patterns rather than as single case studies of isolated incidents. Moreover, the constant stream of footage agencies accumulate provides a means of comparing police encounters over time. These features make body-worn camera footage a powerful, but heretofore underutilized, tool to detect changes in police behavior in response to supervision, policy intervention, or training.

Police trainings cover a variety of topics, from the tactical use of force, to the proper way to conduct traffic stops, to the importance of procedural justice—that is, treating community members with fairness, respect, and transparency (4, 5). While training programs seek to affect a wide range of actions, they are commonly assessed with administrative records, which provide only a coarse measure of police behavior. Traffic stops that appear identical in administrative data, for example, can vary widely in the extent to which officers interacted in a trustworthy or disrespectful manner with the public, factors that are known to influence community members' institutional trust (6, 7). As a result, behavioral interventions lack proximate measures of whether they affect change in interpersonal aspects of police–community relations.

Body cameras provide a clear window onto police–community interactions as they transpire, filling the gaps in administrative records. A recording can reveal whether an officer gave voice to a driver (8), spoke to them respectfully (9), or even used a respectful tone of voice (10). Until now, these aspects of police interactions would only be visible in police data if a trained observer accompanied officers on their shifts (11–13): an expensive and logistically challenging endeavor. The presence of a physical observer can also itself lead officers to adjust their behavior, posing a challenge for assessing the effects of any intervention (14). Body camera recordings are less costly to obtain, less obtrusive, and are more scalable than ride-along observations. Moreover, these recordings can be revisited, reviewed, and analyzed for as long as they are stored.

As departments accumulate footage over time, it is also possible to observe interactions that preceded an exogenous shock, intervention, or training. How can the possibilities of body camera footage be harnessed to assess efforts to shift police–community relations? Here, we employ a *footage-as-data approach* to examine changes in officer language following a training conducted by the Oakland Police Department (OPD) aimed at enacting principles of procedural justice in routine interactions with the public. As part of this training, officers were instructed in empirically backed ways of communicating respect during traffic stops. By applying computational linguistic techniques to transcripts of officers' body-worn camera recordings, we could identify whether officers used the communication strategies directly targeted by the training.

Language change following OPD's "Procedural Justice in Motion" training

The OPD has operated under a court-ordered negotiated settlement agreement since 2003, the longest federal oversight in the US history. As part of its negotiated settlement, the OPD was required to institute procedural justice training for all sworn personnel, starting in 2014. Oakland is not alone: training on procedural justice and implicit bias have been "core features" of reform agreements between the Department of Justice and law enforcement agencies (15). A growing number of agencies, under federal monitorship or not, have trained officers on procedurally just policing tactics in an effort to improve police–community relations.

There is a considerable gap between the prevalence of such training programs and the evidence for their efficacy, however, much of which relies on officer self-report (16, 17). Officers may demonstrate knowledge of procedural justice or implicit bias (18, 19) on surveys, and may even acknowledge their importance (16, 20) following training, but those survey responses may not translate to actual changes in how officers respond in the field. Where researchers have measured officer behavior in response to intervention, they have largely relied on distal administrative measures, such as search decisions (21), use of force (20), citizen complaints, or behavior in constrained training settings (20). To date, we know of a single published study (13) that observed police–community interactions to assess the impact of procedural justice training on these exchanges. While law enforcement, policymakers, and, above all, communities have an interest in fostering respectful and fair police–community interactions, determining what works is challenging, so long as the behaviors that trainings seek to change are difficult to capture.

Our past work conducted in Oakland has used body-worn camera footage to fill this gap. As part of its monitorship, OPD was required to identify outside researchers who could analyze officer-initiated contacts with community members and determine whether there were significant racial disparities in stop outcomes. Our research team proposed that the department treat body camera footage of traffic stops as data alongside traditional administrative data. We went on to conduct an analysis of body camera transcripts to identify racial gaps in officer-communicated respect. Using a combination of thin-slice judgments and computational linguistic techniques, we identified aspects of speech that corresponded to perceptions of respect and disrespect, and found that OPD officers employed more respectful language with White vs. Black drivers in traffic stops (9).

In response to both community and officer reactions following the release of this work, OPD leadership sought to address these disparities during a planned refresher course on procedural justice (the department had been trained on the topic several years prior). The agency-developed, officer-led training was administered over an 8-month period and consisted of five modules that focused on applying the principles of procedural justice on the job, in the field, and in the local community. One module of the training centered on officer communication in routine traffic stops, which featured the results of our analysis of body camera transcripts. This module incorporated group discussion about those results, role-play dialogues illustrating more- and less-respectful stops, and a recorded interview featuring a member of our research team and OPD leadership. Our research team assisted the agency in developing the materials for this module.

Table 1. Linguistic features for detecting training recommendations.

Recommendation	Evaluation metric	Examples
Initiate with a greeting	Did officer greet the driver or introduce themselves?	"How's it going? Officer [last name], Oakland Police" "Hello, good afternoon. Officer [last name] with the Oakland Police"
State reason for stop early on	Did officer provide an explicit reason for stop?	"The reason I pulled you over is that left turn back there. Okay? There's a no left turn between 4 and 6 PM" "I stopped you because you- you ran that stop sign"
Offer reassurance	Did officer use reassuring language at least once in the interaction?	"That's okay. Do you happen to have your ID with you?" "It's no problem. I'll give you a copy"
Express concern for safety	Did officer express concern for the driver's safety at least once in the interaction?	"Get home to your family safely. Okay?" "So anyway, drive safe and, uh, be mindful of where you're going"
Use formal rather than informal titles	Did officer address the driver exclusively with formal titles?	"All right, Ms. [last name]. I'm going to go ahead and give you a warning" "That's exactly why we do operations for distracted driving, sir"

Specifically, the module identified five concrete actions officers could take to communicate respectfully with drivers (see Fig. S1): (i) beginning a stop by greeting the driver and introducing themselves; (ii) explicitly stating the legal justification for the stop early in the encounter; (iii) expressing concern for the driver's safety; (iv) reassuring the driver during the interaction; and (v) using formal rather than informal titles when addressing the driver (see Table 1, for examples). These particular features were targeted for two reasons. First, these aspects of communication are based on the theories of procedural justice and empirically derived from community impressions of OPD officer language (9). Explaining the justification for a stop, offering reassurance, or expressing concern are ways in which officers signal transparency, trustworthiness, and esteem for the communities they serve. Second, they also represent discrete speech acts: linguistic behaviors that perform a social action in the world (22, 23). Speech acts are readily accessible to speakers, who can discuss and acknowledge their significance (24, 25). These specific acts were chosen so officers could easily identify, remember, and implement them over the course of their shift.

As a source of data, body-worn camera footage captures the most proximate measure of whether OPD officers put these recommendations into practice: officers' language use during actual encounters. Here, we analyze footage transcripts—using a combination of natural language processing techniques and manual coding—to understand which specific communication techniques targeted by the training occur in officers' language (see Table 1). As officers were unaware that their recordings were being analyzed, let alone for the purposes of assessment, we are able to observe these elements of police communication as they naturally unfold.

Thus, we can answer two critical questions. First, were officers more likely to use recommended communication techniques in posttraining stops? Second, how and for which drivers did encounters change? Given the racial disparities that motivated the development of the training, did the intervention influence officer communication toward Black community members, or did the training only improve already-respectful interactions with White drivers? To find out, we compare the relative prevalence of the speech acts targeted by the respectful communication module in footage of pre- and posttreatment traffic stops.

Results

To test whether officers put these recommendations into practice, we sampled among traffic stops conducted in the period surrounding the intervention. For each stop, we identified the date in which the conducting officer (i.e. the officer who interacted

with the driver during the stop) participated in the Procedural Justice in Motion training. We then sampled among pretreatment stops that occurred in a 4-week window prior to the conducting officer's training date ($n = 313$, mean time from training 14.6 days, SD = 7.7 days) and posttreatment stops that occurred up to 4 weeks following the conducting officer's training date ($n = 302$, mean time from training 13.8 days, SD = 8.7 days). To avoid having a small number of officers dominate our sample, we limited sampling to 15 stops pre-/posttreatment from each officer. Our sample includes traffic stops conducted by 122 officers, with an average of 5 stops per officer (SD = 7 stops).

On average, traffic stops were about 10 min long ($M = 10.02$ min, SD = 6.64). Almost half of the stops in our sample were of Black drivers (as recorded by the officer, $n = 290$), followed by Hispanic ($n = 137$), White ($n = 93$), and Asian ($n = 45$) drivers, with 50 drivers marked as "some other race." Stops sampled in the pretraining period did not significantly differ from stops in the posttraining period in duration or outcome (whether the driver received a warning, citation, or arrest), nor in the demographic compositions of drivers (age, race, or gender) or conducting officers (years' experience, number of stops per officer).

Sampled stops were professionally transcribed, diarized, and timestamped at the utterance level. Based on these stop transcripts, we assess whether officers applied the five communication strategies recommended in the training module at some point in the interaction. We detected three of the recommended acts—*express concern for safety*, *provide reassurance*, and *use formal titles*—automatically using pattern-based lexicons of relevant words used in prior research (9). Trained coders manually annotated the beginning of each interaction to extract the additional two recommended acts, *greet the driver* and *state the reason for the stop*.

Effects of training on communication in traffic stops

We estimate the prevalence of these communication techniques using generalized estimating equations that account for variance at the officer level. Specifically, we compare the number of recommended acts occurring between pre- and posttraining stops (ranging from none of the techniques to all five of them), as well as the likelihood of officers employing each specific technique, the estimated marginal probabilities of which are displayed in Fig. 1.

Officers used at least one of these techniques in the vast majority of stops: in over 99% of interactions throughout the study period, including over 98% of pretraining stops. Yet, even still, posttraining we find a statistically significant increase in the number of these communication techniques used, Wald $\chi^2 = 7.40$,

$\beta = 0.27$, 95% CI (0.08–0.48), $P = 0.007$. These findings persist controlling for the race and age of the driver, the outcome of the stop, the patrol area in which the stop was conducted, and whether the race of the officer was the same as the race of the driver, Wald $\chi^2 = 7.62$, $\beta = 0.27$ (0.10–0.44), $P = 0.002$.

This represents an increase from about three of these acts per interaction in the period prior to training to 3.4 acts following it. This difference was largely driven by an increase in the number of interactions in which the officer engaged in all five of the targeted speech acts: posttraining stops were over twice as likely to contain all five $b = 0.81$, odds ratio (OR) = 2.25 (1.14–4.44), Wald $\chi^2 = 5.48$, $P = 0.019$.

Beyond these aggregate results, our approach affords a fine-grained analysis of how officer conversations changed, the results of which are displayed in Fig. 1. The speech acts targeted by the training varied in both their general prevalence and in their frequency following the training. In posttraining stops, officers were more likely to *offer reassurance to the driver* ($b = 0.43$, OR = 1.47 [1.02–2.13], Wald $\chi^2 = 4.15$, $P = 0.042$), *express concern for the driver's safety* ($b = 0.59$, OR = 1.81 [1.13–2.90], Wald $\chi^2 = 6.15$, $P = 0.013$), and, marginally, *to explicitly state the reason for the stop* ($b = 0.47$, OR = 1.60 [0.98–2.60], Wald $\chi^2 = 3.49$, $P = 0.062$). Officers were no more likely, however, to *initiate the stop with a greeting* ($b = 0.15$, OR = 1.16 [0.73–1.84], Wald $\chi^2 = 0.38$, $P = 0.54$) or to *use formal titles with drivers* ($b = 0.06$, OR = 1.06 [0.69–1.64], Wald $\chi^2 = 0.08$, $P = 0.78$).

Given the racial disparities that motivated the training, did Procedural Justice in Motion improve officer interactions with Black community members? Or did it merely improve already-respectful interactions with White drivers? Our inferences on this question are constrained by both the number of stops in our sampling frame and the demographic composition of the drivers stopped. Only 15% of stops in the training period were of White drivers, reflecting the distribution of stops from which we sampled. As a result, we are limited in our power to estimate heterogeneity in training effects across demographic groups.

With this in mind, there is no indication that White drivers experienced more positive change overall than Black drivers ($\beta = 0.03$ [−0.32, 0.37], Wald $\chi^2 = 0.03$, $P = 0.874$). Indeed, the aggregate treatment effects above were obtained in a sample largely consisting of stops of Black drivers, and the benefits were significant among this subgroup of community members ($\beta = 0.28$ [0.04–0.52], Wald $\chi^2 = 5.13$, $P = 0.024$). Our findings suggest broad benefits of the training across demographic groups, but we note one exception to this pattern: officers were no more likely to use formal titles throughout posttraining stops of White drivers ($b = 0.81$, OR = 2.26 [0.64–6.33], Wald $\chi^2 = 2.39$, $P = 0.122$) but were marginally less likely to do so among posttraining stops of Black drivers ($b = −0.47$, OR = 0.63 [0.36–1.08], Wald $\chi^2 = 2.86$, $P = 0.091$; interaction $b = 1.28$, Wald $\chi^2 = 5.22$, $P = 0.022$), a point we revisit in the general discussion.

Taken together, these findings identify concrete changes in police–community interactions following procedural justice training. Using body-worn camera footage to analyze officers' language, we can specify aspects of these conversations that did and did not differ. We note that, while modest, these findings were not transitory: encounters that occurred at the end of the 4-week window were just as likely to show improvement as stops that occurred the same day as the training.

While these findings speak to changes in traffic stop interactions, the dispersion of stops across officers, coupled with our sampling limits, constrains our ability to infer change for the average OPD officer. Of the 122 officers in the evaluation sample, 45 only conducted a single stop, and 68 were only observed in the pre- or post-training window. As such, a within-officer fixed effects model does not demonstrate sufficient evidence of change $b = 0.14$ (−0.03, 0.31), $t = 1.56$, $P = 0.118$.

Discussion

Video recordings of the police have the power to galvanize protest, shift public opinion, and affect policy change. Law enforcement has adopted body-worn cameras, largely in accordance with the theory of change that they will hold officers accountable and serve as evidence to judge the appropriateness of their behavior. This footage can also be powerful in another respect. It can be used as data to diagnose law enforcement practices that erode community trust, inform efforts to address those practices, and help gauge the effectiveness of those efforts.

The current work demonstrates how body camera footage can be used to observe and assess changes in policing in response to intervention, including officer behaviors that are difficult to measure by other means. Indeed, a question facing efforts to improve policing and address long-standing racial disparities is how to measure their efficacy. Applying computational linguistic techniques to body camera footage, we could capture nuances of officer communication that can matter for community respect and trust, but are inaccessible in administrative records.

The Procedural Justice in Motion training was particularly well-suited to this investigation, as it drew on analysis of footage from the very department it sought to change. Moreover, it addressed concrete speech acts in officers' communication, rather than their upstream attitudes or beliefs. We could thus determine whether officers employed the specific techniques targeted in the traffic stop module. Our data suggest that they did so: in stops following the training, officers were more likely to explicitly provide drivers with the reason for the stop, and expressed greater reassurance and concern toward the driver during the encounter. These improvements are meaningful in that they occurred in a dataset composed largely of interactions with Black drivers and in an agency with a particularly troubled history of police–community conflict. However, we also acknowledge that these inferences are limited by the observational nature of the data and the distribution of stops across officers; more work is needed to establish the causal effects of procedural justice training for individual officers.

The particular outcomes we measured were tailored to the recommendations of the training, which were themselves informed by past studies of officer respect in traffic stop recordings (9). However, there are any number of feature evaluators may be interested in observing, some of which may arise late in the assessment process. A further benefit of these recordings is that they can be reanalyzed so long as they are stored. In the context of the Procedural Justice in Motion training, for instance, one might ask whether OPD officers enacted other aspects of procedural justice in their traffic stops beyond those specified in the language module, such as giving citizens a chance to ask questions (as "giving voice" to community members is a key tenet of procedural justice). As an exploratory analysis, we revisited stop transcripts to automatically label whether the officer elicited questions from the driver they stopped (e.g. "Do you have any questions for me?"). Controlling for the same covariates as in the model above, officers were over two and a half times as likely to do so in posttraining stops, $b = 0.50$, OR = 1.65 (1.05–2.59), Wald $\chi^2 = 4.15$, $P = 0.030$. This suggests that the training influenced police interactions beyond the five recommendations of the language module; more broadly, it illustrates the opportunities body-worn camera recordings provide for revisiting interactions that other methods may lack.
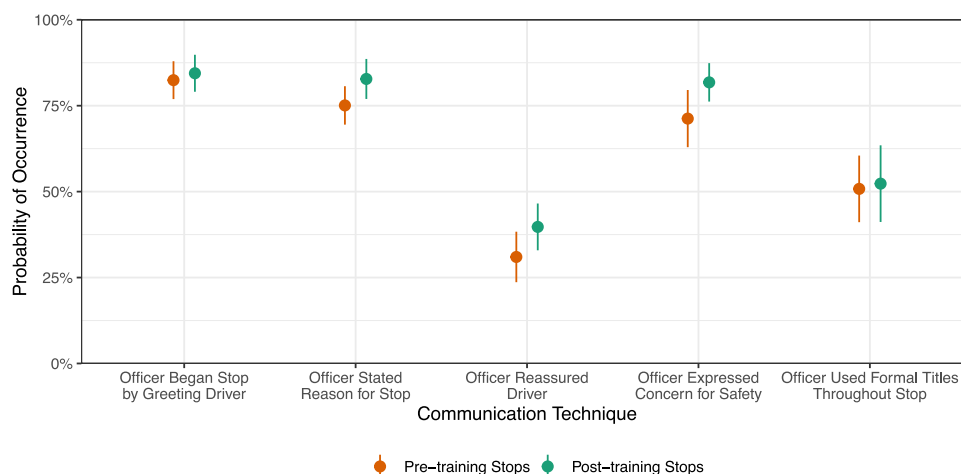
Fig. 1. Comparison of OPD officers' use of recommended communication strategies in stops occurring within 28 days prior to Procedural Justice in Motion training or 28 days following. Bars represent estimated marginal probabilities with 95% CIs.

Chief among these is access to a simple, critical, but elusive aspect of police encounters: how law enforcement communicates with the public. Officers speak for the state; their words carry legal consequences and their language matters for building or eroding institutional trust. Computational analyses of language have already been used to understand disparities and develop actionable insights in other domains as varied as counseling conversations (26), medical patient survey responses (27), and judicial decisions (28). Here, we demonstrate how such an approach can inform policing practices as well. The full richness of body camera footage can be used to examine not only broad constructs such as "respectfulness" in interactions, but also changes in linguistic behaviors that constitute them.

These methods also add nuance by identifying where the training had less impact. For instance, officers began stops by introducing themselves over 80% of the time in pretraining stops, and they were no more likely to do so following the training. The training also may have had unintended effects on officers' use of informal titles with drivers, which appeared to increase in stops of Black drivers. The complexity of the *titles* feature was mirrored in posttraining feedback, where some officers commented that they saw informal titles as a means to build rapport with Black drivers rather than a form of disrespect. While prior research found that community members saw informal language as less respectful (9), the reality may be more complex. Whether "dude" or "bro" are interpreted as rapport or condescension likely depends on context, which could include the identities of the officer and driver in the interaction, the circumstances in which those words are uttered, and whether informality is reciprocated by the driver (a question we consider in the Supplementary Material). This question foregrounds the need for future work to discern the subjective impact of these titles and other linguistic features, a need particularly acute given the role of race in the interpretation of language (29), and language in the construction of race (30). A formidable but worthwhile challenge for linguistic models is to incorporate the nuances of linguistic behaviors in context, beyond their mere presence or absence in speech.

Another open task is testing whether the changes in police–community interactions we observed, which were durable in our sampling period, persist beyond it. Will these changes last? We know that reductions in complaints from the mere introduction of body cameras have been shown to persist over time (31); yet, we also know from existing research on implicit bias

interventions, for example, that the impacts of training can rapidly decay (18, 32). For our particular use case, we believe a close examination of decay offers rich opportunities: Does decay happen at the same rate for all of the linguistic gains we report here? Which gains prove to be especially robust? Could training be modified to improve robustness? Are follow-up trainings needed to boost effectiveness? And if so, at what cadence?

Such questions are relevant beyond the specific training we focus on here; body camera footage could be leveraged to inform and evaluate a wide variety of interventions, from policy changes for conducting traffic stops to trainings for community calls for service. As speech recognition and text-to-speech technology advances, we expect that these analyses can be made less expensive and more accessible to practitioners in the future. Future work could apply the natural language processing approach we employed to randomized controlled trials in policing, or tailored to specific units, for example. For police departments and the public to capitalize on these benefits, however, they must address barriers in implementation, logistics, and access to body camera footage. The usefulness of body camera data is contingent on agencies setting consistent policies for camera activation, officers following those procedures, and an internal process for linking footage to administrative records.

Beyond the challenges of accessing recordings, analysts must attend to the limitations of the footage itself. Body-worn camera footage can speak to what transpires over the course of police–community interactions, but it says little about the decisions or events that precede those exchanges. There are also considerations in how language is mapped onto outcomes of interest, such as respect or procedural fairness. Proxies by nature introduce challenges in inference (33), and the extent to which officers' language corresponds with drivers' impressions is an open question. Some studies have observed correspondence between officers' communication and citizens' impressions of police encounters (34) but others have found little evidence of generalization (21). Body camera recordings can contribute to these debates as a naturalistic source of data.

Body camera footage affords stakeholders a chance to better understand moments that matter in policing: actual interactions between officers and the communities they serve. An emerging body of research has used body-worn camera footage as data to uncover the dynamics of police–community encounters in traffic stops (8, 35) disparities therein (9), and their consequences (36). We add to this work, demonstrating how it can be used as data to

assess change. The question of how and when police–community interactions change—or do not change—is more than an academic one. In recent years, through protest, reform, or training, many have sought to change the relationship between law enforcement and the communities they serve. In light of these efforts, body camera footage holds promise as a tool to capture gaps in police interactions, to orient training toward those processes, and to measure progress in improving them.

Materials and methods

Our studies comply with all relevant ethical regulations and were approved by the Stanford University Institutional Review Board. Analyses were conducted on recordings that had been collected by the OPD in the course of officers' routine operations. The research reported in this manuscript was fully funded by the John D. and Catherine T. MacArthur Foundation, at no cost to the City of Oakland. The research team entered a data usage and research collaboration agreement with the City of Oakland and the OPD. The agreement included terms for research independence, publication rights, and data integrity. It also ensured a secure data pipeline to transfer, store, and analyze data, as well as to anonymize and safeguard confidential data.

Training program

As part of a department-wide initiative, all sworn and nonsworn staff of the OPD participated in a 4 hour procedural justice training, Procedural Justice in Motion. The training was deployed over 41 sessions conducted over an 8-month period (a pilot period from November to December 2017, followed by the full deployment from March to July 2018 on which our evaluation centers). To minimize the impact on department operations, each session included a cross section of personnel across roles (officers, nonsworn staff, and department leadership) and division (i.e. within the same squad). While officers were randomly assigned to training dates, only 35.8% of officers attended the session to which they were originally assigned, in part due to the cancellation and rescheduling of sessions.

Each training session was led by a pair of OPD trainers. Trainers were part of a larger team of officer trainers, ranging in rank and experience level. The five modules of the course consisted of a review of the tenets of procedural justice; how to apply them on the job, in the field, and in the local context; and actions that the agency and officers were taking to build connections with the Oakland community. The training was interactive and scenario based, highlighting local examples and efforts.

One module specifically focused on respectful officer communication when interacting with community members as an element of procedural justice. During this part of the training, participants viewed scenarios of traffic stop interactions differing in respectful communication, watched videos of a deputy chief and a member of our team discussing the research and officers' questions about the findings, and had group discussions. Officers were given five concrete tips for respectful communication several times throughout the module: to introduce themselves, state the reason for the stop early in the stop, reassure the driver, use formal titles, and express concern for the driver's safety (see Fig. S1).

Sampling and matching stops

We sought to transcribe stops that took place up to 4 weeks prior to the conducting officer participating in the training and stops that occurred no more than 4 weeks following the conducting

officer's training date. Most officers conducted a small number of traffic stops, while a small number of officers conducted a large number of stops, differences that could be based in an officer's role (e.g. traffic enforcement versus patrol), assignment (e.g. to an area with a high number of speeding drivers), or use of discretion (e.g. leniency for minor offenses). To prevent high-stop officers from dominating our sample, we set a limit of 15 stops per officer in our sampling regime, a constraint which applied to 6 of the 122 officers who conducted traffic stops in this window.

We matched training rosters to stop data via to identify a sampling window for each officer. We then cross-referenced this information with body-worn camera metadata to find recordings associated with each stop, using the stop incident number as a common identifier. If there was no matching incident number, we identified the officer's camera recordings closest in time to the traffic stop data then manually matched videos to stop data records. For stops with multiple recordings (i.e. stops with more than one officer), we manually identified the training status of the officer who was the primary contact with the driver.

Stops were excluded from transcription for the following reasons: the recording began after the officer's initial contact with the driver, the driver and/or officer spoke in Spanish, or the stop was not conducted for a traffic violation. For officers with >15 stops, we sampled additional stops at random until we ran out of recordings or reached the limit of 15 stops per officer. The remaining recordings were professionally transcribed, diarized, and timestamped at the utterance level.

Feature extraction and annotation of stop transcripts

For each stop transcript, we coded the presence or absence of the five training recommendations using a combination of computational annotation and hand coding of body-worn camera transcripts. For *Greet the driver*, *express concern for safety*, and *offer reassurance*, we identified whether the act occurred at any point in the stop; for *state the reason for the stop*, we coded whether the officer explicitly stated the reason for stopping driver; and for *use formal titles*, we detected whether the officer exclusively used formal titles to address the driver.

We extracted three of these acts—*express concern for safety*, *offer reassurance*, and *use formal titles*—using pattern-based approaches based on lexicons of relevant words used in prior research (see Table S1). The two remaining acts—*greet the driver* and *state the reason for the stop*—were extracted manually, given the substantial linguistic diversity in how greetings could be expressed and how the reason for a stop could enter conversation. For example, an officer could directly state the reason for a stop (e.g. "I'm stopping you because you were speeding"), or obliquely refer to an offense (e.g. "Do you know how fast you were driving?" or "What's the hurry?") using a known-answer question to solicit a driver account (37). We therefore hand coded all interactions for the presence of explicit reasons, implicit reasons, and the rare cases in which community members preemptively admit fault.

Trained graduate student coders (blind to whether interaction was a pre- or posttraining stop) read transcripts up until the point at which the reason for the stop entered the common ground; that is, when both parties shared mutual knowledge of why the stop has occurred (38). Coders annotated any turns in which *greetings* occurred before the reason is given, and whether the *reasons* were explicitly stated by the officer, provided implicitly, or spontaneously mentioned by the driver (e.g. "Sorry, I think I missed the stop sign there.").

To confirm the robustness of our computational and manual coding, we performed an additional round of hand checks for all features using a different set of research assistants. The computational features received F1 scores of 0.99 for use formal titles, 0.89 for express concern for safety, and 0.75 for offer reassurance, the latter largely due to annotator interpretive flexibility in annotating reassurance, identifying cases like "I hear you" and "you just can't do that, okay?" as reassurance that our model did not. The human-annotated features obtained Cohen's Kappa agreement of 0.98 for greet the driver and 0.87 for state the reason for the stop.

Computational and hand-coded measurements of the five recommendations were then aggregated at the interaction level. For *Greet the driver*, *express concern for safety*, and *offer reassurance*, we coded whether the act occurred at any point in the stop. For *state the reason for the stop*, we coded whether the reason entered the common ground explicitly from the officer or not. For *use formal titles*, we counted how many formal and informal titles occurred in the stop and coded whether the officer exclusively used formal titles to address the driver.

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Supplementary Material

Supplementary material is available at *PNAS Nexus* online.

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Author Contributions

N.P.C. and R.V. contributed equally to this work, analyzed the data, and drafted the paper. N.P.C., R.V., M.G.H., J.L.E., and D.J. designed the research. R.V. performed the text processing and analysis. N.P.C. and M.G.H. were largely responsible for the project administration. M.G.H. and J.L.E. were centrally involved in the development of study materials. N.P.C., M.G.H., and J.L.E. secured camera footage. M.G.H., J.L.E., and D.J. were involved in the writing process and provided critical revisions. J.L.E., D.J., and M.G.H. secured the financial support for the project leading to this publication.

Data Availability

Data and code for this manuscript are accessible on the Open Science Framework at https://osf.io/9bqky/. Our data usage agreement with the OPD prohibits us from releasing raw or edited transcripts of body camera footage. However, we make available interaction-level feature labels and stop metadata needed to reproduce analyses in this manuscript.

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Language from police body camera footage shows racial disparities in officer respect

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Using footage from body-worn cameras, we analyze the respectfulness of police officer language toward white and black community members during routine traffic stops. We develop computational linguistic methods that extract levels of respect automatically from transcripts, informed by a thin-slicing study of participant ratings of officer utterances. We find that officers speak with consistently less respect toward black versus white community members, even after controlling for the race of the officer, the severity of the infraction, the location of the stop, and the outcome of the stop. Such disparities in common, everyday interactions between police and the communities they serve have important implications for procedural justice and the building of police–community trust.

racial disparities | natural language processing | procedural justice | traffic stops | policing

Over the last several years, our nation has been rocked by an onslaught of incidents captured on video involving police officers' use of force with black suspects. The images from these cases are disturbing, both exposing and igniting police–community conflict all over the country: in New York, Missouri, Ohio, South Carolina, Maryland, Illinois, Wisconsin, Louisiana, Oklahoma, and North Carolina. These images have renewed conversations about modern-day race relations and have led many to question how far we have come (1). In an effort to increase accountability and transparency, law enforcement agencies are adopting body-worn cameras at an extremely rapid pace (2, 3).

Despite the rapid proliferation of body-worn cameras, no law enforcement agency has systematically analyzed the massive amounts of footage these cameras produce. Instead, the public and agencies alike tend to focus on the fraction of videos involving high-profile incidents, using footage as evidence of innocence or guilt in individual encounters.

Left unexamined are the common, everyday interactions between the police and the communities they serve. By best estimates, more than one quarter of the public (ages 16 y and over) comes into contact with the police during the course of a year, most frequently as the result of a police-initiated traffic stop (4, 5). Here, we examine body-worn camera footage of routine traffic stops in the large, racially diverse city of Oakland, CA.

Routine traffic stops are not only common, they are consequential, each an opportunity to build or erode public trust in the police. Being treated with respect builds trust in the fairness of an officer's behavior, whereas rude or disrespectful treatment can erode trust (6, 7). Moreover, a person's experiences of respect or disrespect in personal interactions with police officers play a central role in their judgments of how procedurally fair the police are as an institution, as well as their willingness to support or cooperate with the police (8, 9).

Blacks report more negative experiences in their interactions with the police than other groups (10). Across numerous studies, for example, blacks report being treated less fairly and respectfully in their contacts with the police than whites (6, 11). Indeed,

some have argued that racial disparities in perceived treatment during routine encounters help fuel the mistrust of police in the controversial officer-involved shootings that have received such great attention. However, do officers treat white community members with a greater degree of respect than they afford to blacks?

We address this question by analyzing officers' language during vehicle stops of white and black community members. Although many factors may shape these interactions, an officer's words are undoubtedly critical: Through them, the officer can communicate respect and understanding of a citizen's perspective, or contempt and disregard for their voice. Furthermore, the language of those in positions of institutional power (police officers, judges, work superiors) has greater influence over the course of the interaction than the language used by those with less power (12–16). Measuring officer language thus provides a quantitative lens on one key aspect of the quality or tone of police–community interactions, and offers new opportunities for advancing police training.

Previous research on police–community interactions has relied on citizens' recollection of past interactions (10) or researcher observation of officer behavior (17–20) to assess procedural fairness. Although these methods are invaluable, they offer an indirect view of officer behavior and are limited to a small number of interactions. Furthermore, the very presence of researchers may influence the police behavior those researchers seek to measure (21).

Significance

Police officers speak significantly less respectfully to black than to white community members in everyday traffic stops, even after controlling for officer race, infraction severity, stop location, and stop outcome. This paper presents a systematic analysis of officer body-worn camera footage, using computational linguistic techniques to automatically measure the respect level that officers display to community members. This work demonstrates that body camera footage can be used as a rich source of data rather than merely archival evidence, and paves the way for developing powerful language-based tools for studying and potentially improving police–community relations.

In study 1, human participants rated officer utterances on several overlapping dimensions of respect. With a high degree of agreement, participants inferred these dimensions from officer language. Even though they were not told the race of the stopped driver, participants judged officer language directed toward black motorists to be less respectful than language directed toward whites. In study 2, we build statistical models capable of predicting aspects of respect based on linguistic features derived from theories of politeness, power, and social distance. We discuss the linguistic features that contribute to each model, finding that particular forms of politeness are implicated in perceptions of respect. In study 3, we apply these models to all vehicle stop interactions between officers of the Oakland Police Department and black/white community members during the month of April 2014. We find strong evidence that utterances spoken to white community members are consistently more respectful, even after controlling for contextual factors such as the severity of the offense or the outcome of the stop.

Data

Our dataset consists of transcribed body camera footage from vehicle stops of white and black community members conducted by the Oakland Police Department during the month of April 2014. We examined 981 stops of black ($N = 682$) and white ($N = 299$) drivers from this period, 68.1% of the 1,440 stops of white and black drivers in this period. These 981 stops were conducted by 245 different officers (see *SI Appendix, Data Sampling Process* for inclusion criteria). Per Oakland Police Department policy, officers turn on their cameras before making contact with the driver and record for the duration of the stop. From the 183 h of footage in these interactions, we obtain 36,738 usable officer utterances for our analysis.

Study 1: Perceptions of Officer Treatment from Language. We first test whether human raters can reliably judge respect from officers' language, and whether these judgments reveal differences in officer respect toward black versus white community members.

Respect is a complex and gradient perception, incorporating elements of a number of correlated constructs like friendliness and formality. Therefore, in this study, we ask participants to rate transcribed utterances spoken by officers along five conceptually overlapping folk notions related to respect and officer treatment. We randomly sampled 414 unique officer utterances (1.1% of all usable utterances in the dataset) directed toward black ($N = 312$) or white ($N = 102$) community members. On each trial, participants viewed the text of an officer utterance, along with the driver's utterance that immediately preceded it. All proper names and places were anonymized, and participants were not told the race or gender of the driver. Participants indicated on four-point Likert scales how respectful, polite, friendly, formal, and impartial the officer was in each exchange. Each utterance was rated by at least 10 participants.

Could participants reliably glean these qualities from such brief exchanges? Previous work has demonstrated that different perceivers can arrive at similar judgments from "thin slices" of behavior (22). In a similar vein, participants showed consistency in their perceptions of officer language, with reliability for each item ranging from moderate (Cronbach's $\alpha = 0.73$) to high ($\alpha = 0.91$) agreement (see *SI Appendix, Annotator Agreement*). These results demonstrate that transcribed language provides a sufficient and consensual signal of officer communication, enough to gain a picture of the dynamics of an interaction at a given point in time.

To test whether participant ratings uncovered racial group differences, we averaged scores across raters to calculate a single rating on each dimension for each utterance, then built a linear mixed-effects regression model to estimate the fixed

effect of community member race across interactions, controlling for variance of a random effect at the interaction level. Officer utterances directed toward black drivers were perceived as less respectful [$b = -0.23$, 95% confidence interval (-0.34, -0.11)], polite [$b = -0.23$ (-0.35, -0.12)], friendly [$b = -0.24$ (-0.36, -0.12)], formal [$b = -0.16$ (-0.30, -0.03)], and impartial [$b = -0.26$ (-0.39, -0.12)] than language directed toward white drivers (Fig. 1). These differences persisted even when controlling for the age and sex of the driver (see *SI Appendix, Model Outputs for Each Rated Dimension*).

Given the expected conceptual overlap in the five perceptual categories we presented to the participants, we used principal component analysis to decompose the ratings into their underlying components. Two principal components explained 93.2% of the variance in the data (see *SI Appendix, Principal Component Analysis (PCA) Loadings* for loadings). The first component, explaining 71.3% of the variance and composed of positive loadings on the impartial, respectful, friendly, and polite dimensions with some loading on the formal dimension, we characterize as Respect, broadly construed. The second, explaining 21.9% of the variance and composed primarily of a very high positive loading on the formal dimension and a weak negative loading on the friendly dimension, we characterize as Formality. This component captures formality as distinct from respect more generally, and is likely related to social distance.

Standardizing these factor scores as outcome variables in mixed-effects models, we find that officers were equal in Formality with white and black drivers [$\beta = -0.01$ (-0.19, 0.16)], but higher in Respect with white drivers [$\beta = 0.17$ (0.00, 0.33)] (Fig. 1).

Study 1 demonstrates that key features of police treatment can be reliably gleaned from officer speech. Participant ratings from thin slices of police–community interactions reveal racial disparities in how respectful, impartial, polite, friendly, and formal officers' language to community members was perceived. Such differences were driven by differences in the Respect officers communicated toward drivers rather than the Formality with which officers addressed them.

Study 2: Linguistic Correlates of Respect. The methods of study 1 (human coding of 414 individual utterances), although effective at discovering racial disparities in officer respect toward community members in our dataset, cannot offer a general solution to the analysis of body camera data. One problem is scale: Each year, on the order of 26 million vehicle stops are made (5). Furthermore, using only a small sample of individual utterances makes it impossible to study how police treatment varies over officers, or how the interaction progresses across time in each stop.
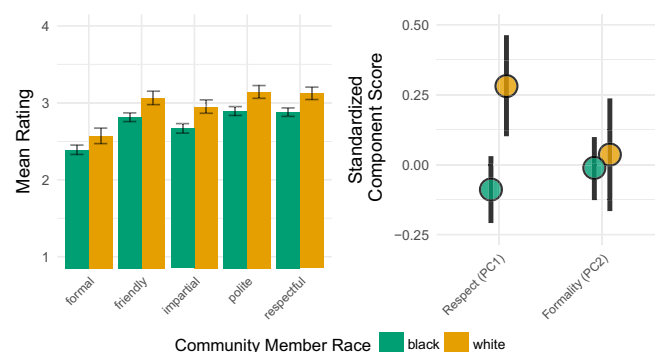

Fig. 1. (*Left*) Differences in raw participant ratings between interactions with black and white community members. (*Right*) When collapsed to two uncorrelated components, Respect and Formality, we find a significant difference for Respect but none for Formality. Error bars represent 95% confidence intervals. PC, principal component.

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In this study, we therefore develop computational linguistic models of respect and formality and tune them on the 414 individual utterances; in study 3, we apply these models to our full dataset of 36,738 utterances. Our method is based on linguistic theories of respect that model how speakers use respectful language (apologizing, giving agency, softening of commands, etc.) to mitigate "face-threatening acts." We use computational linguistic methods (e.g., refs. 23–26) to extract features of the language of each officer utterance. The log-transformed counts of these features are then used as independent variables in two linear regression models predicting the perceptual ratings of Respect and Formality from study 1.

Our model-assigned ratings agree with the average human from study 1 about as well as humans agree with each other. Our model for Respect obtains an adjusted R^2 of 0.258 on the perceptual ratings obtained in study 1, and a root-mean-square error (RMSE) of 0.840, compared with an RMSE of 0.842 for the average rater relative to other raters. Our model for Formality obtains an adjusted R^2 of 0.190, and an RMSE of 0.882 compared with 0.764 for the average rater (see *SI Appendix, Model Comparison to Annotators* for more details on how these values were calculated). These results indicate that, despite the sophisticated social and psychological cues participants are likely drawing upon in rating officers' utterances, a constrained set of objectively measurable linguistic features can explain a meaningful portion of the variance in these ratings.

Fig. 2 lists the linguistic features that received significant weights in our model of Respect (arranged by their model coefficients). For example, apologizing, gratitude, and expressions of concern for citizen safety are all associated with respect. The bars on the right show the log-odds of the relative proportion of interactions in our dataset taken up by each feature, where negative numbers mean that a feature comprised a larger proportion of officers' speech in interactions with black community members and positive numbers mean the same for interactions

Fig. 3. Sample sentences with automatically generated Respect scores. Features in blue have positive coefficients in the model and connote respect, such as offering reassurance ("no problem") or mentioning community member well-being ("drive safe"). Features in red have negative coefficients in the model and connote disrespect, like informal titles ("my man"), or disfluencies ("that- that's").

with white community members. Example utterances containing instances of the highest-weighted features for the Respect model are shown in Fig. 3. See *SI Appendix, Study 2* for full regression outputs and more detailed discussion of particular linguistic findings.

Study 3: Racial Disparities in Respect. Having demonstrated that people can reliably infer features of procedural justice from officer speech (study 1), and that these ratings can be reliably predicted from statistical models of linguistic features (study 2), we are now able to address our central question: Controlling for contextual factors of the interaction, is officers' language more respectful when speaking to white as opposed to black community members?

We apply our models from study 2 to the entire corpus of transcribed interactions to generate predicted scores for Respect and Formality for each of the 36,738 utterances in our dataset. We then build linear mixed-effects models for Respect and Formality over these utterances. We include, as covariates in our primary model, community member race, age, and gender; officer race; whether a search was conducted; and the result of the stop (warning, citation, or arrest). We include random intercepts for interactions nested within officers.

Controlling for these contextual factors, utterances spoken by officers to white community members score higher in Respect [$\beta = 0.05$ (0.03, 0.08)]. Officer utterances were also higher in
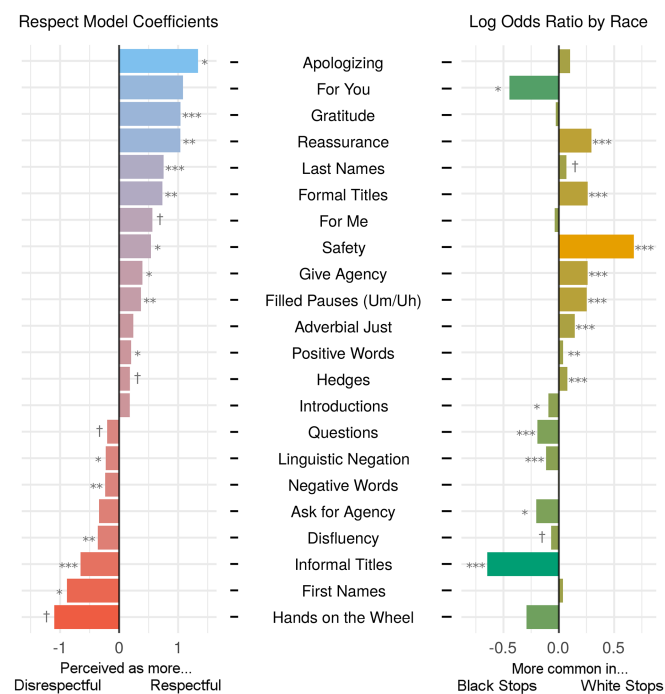

Fig. 2. (Left) Respect weights assigned by final model to linguistic features and (Right) the corresponding log-odds of those features occurring in officer speech directed toward black versus white community members, calculated using Fisher's exact test. $^{\dagger}P < 0.1$; $^{*}P < 0.05$; $^{**}P < 0.01$; $^{***}P < 0.001$.

Respect when spoken to older [$\beta = 0.07$ (0.05, 0.09)] community members and when a citation was issued [$\beta = 0.04$ (0.02, 0.06)]; Respect was lower in stops where a search was conducted [$\beta = -0.08$ (−0.11, −0.05)]. Officer race did not contribute a significant effect. Furthermore, in an additional model on 965 stops for which geographic information was available, neither the crime rate nor density of businesses in the area of the stop were significant, although a higher crime rate was indicative of increased Formality [$\beta = 0.03$ (0.01, 0.05)].

One might consider the hypothesis that officers were less respectful when pulling over community members for more severe offenses. We tested this by running another model on a subset of 869 interactions for which we obtained ratings of offense severity on a four-point Likert scale from Oakland Police Department officers, including these ratings as a covariate in addition to those mentioned above. We found that the offense severity was not predictive of officer respect levels, and did not substantially change the results described above.

To consider whether this disparity persists in the most "everyday" interactions, we also reran our analyses on the subset of interactions that did not involve arrests or searches ($N = 781$), and found the results from our earlier models were fundamentally unchanged. Full regression tables for all models described above are given in *SI Appendix, Study 3*.

Another hypothesis is that the racial disparities might have been caused by officers being more formal to white community members, and more informal or colloquial to black community members. However, we found that race was not associated with the formality of officers' utterances. Instead, utterances were higher in Formality in interactions with older [$\beta = 0.05$ (0.03, 0.07)] and female [$\beta = 0.02$ (0.00, 0.04)] community members.

Are the racial disparities in the respectfulness of officer speech we observe driven by a small number of officers? We calculated the officer-level difference between white and black stops for every officer ($N = 90$) in the dataset who had interactions with both blacks and whites (Fig. 4). We find a roughly normal distribution of these deltas for officers of all races. This contrasts with the case of stop-and-frisk, where individual outlier officers account for a substantial proportion of racial disparities (27); the disparities we observe here cannot be explained by a small number of extreme officers.

Because our model is able to generate scores across all utterances in our dataset, we can also consider aspects of the trajectory of interactions beyond the mean level of respect (Fig. 5). Growth-curve analyses revealed that officers spoke with greater Respect [$b = 0.35$ (0.29, 0.40)] and reduced Formality [$b = -0.57$ (−0.62, −0.53)] as interactions progressed. However, these trajectories varied by community member race: Although stops of white and black drivers converged in the Formality expressed during the interaction [$b = -0.09$ (−0.13, −0.05)], the gap in Respect increased over time [$b = 0.10$ (0.05, 0.15)]. That is, offi-

cer Respect increased more quickly in interactions with white drivers [$b = 0.45$ (0.38, 0.54)] than in interactions with black drivers [$b = 0.24$ (0.19, 0.29)].

Discussion. Despite the formative role officer respect plays in establishing or eroding police legitimacy (7), it has been impossible to measure how police officers communicate with the public, let alone gauge racial disparities in officer respect. However, body-worn cameras capture such interactions every day. Computational linguistic techniques let us examine police–community contacts in a manner powerful enough to scale to any number of interactions, but sensitive enough to capture the interpersonal qualities that matter to the police and public alike.

In doing so, we first showed that people make consistent judgments about such interactions from officers' language, and we identified two underlying, uncorrelated constructs perceived by participants: Respect and Formality. We then built computational linguistic models of these constructs, identifying crucial positive and negative politeness strategies in the police–community interactional context. Applying these models to an entire month of vehicle stops, we showed strong evidence for racial disparities in Respect, but not in Formality: Officers' language is less respectful when speaking to black community members.

Indeed, we find that white community members are 57% more likely to hear an officer say one of the most respectful utterances in our dataset, whereas black community members are 61% more likely to hear an officer say one of the least respectful utterances in our dataset. (Here we define the top 10% of utterances to be most respectful and the bottom 10% to be least respectful.)

This work demonstrates the power of body camera footage as an important source of data, not just as evidence, addressing limitations with methodologies that rely on citizens' recollection of past interactions (10) or direct researcher observation of police behavior (17–20). However, studying body camera footage presents numerous hurdles, including privacy concerns and the raw scale of the data. The computational linguistic models presented here offer a path toward addressing both these concerns, allowing for the analysis of transcribed datasets of any size, and generating reliable ratings of respect automatically. These models have the potential to allow for useful information about an interaction to be extracted while maintaining officer and community member privacy.

The racial disparities in officer respect are clear and consistent, yet the causes of these disparities are less clear. It is certainly possible that some of these disparities are prompted by the language and behavior of the community members themselves, particularly as historical tensions in Oakland and preexisting beliefs about the legitimacy of the police may induce fear, anger, or stereotype threat. However, community member speech cannot be the sole cause of these disparities. Study 1 found racial disparities in police language even when annotators judged that language in the context of the community member's utterances. We observe racial disparities in officer respect even in police utterances from the initial 5% of an interaction, suggesting that officers speak differently to community members of different races even before the driver has had the opportunity to say much at all.

Regardless of cause, we have found that police officers' interactions with blacks tend to be more fraught, not only in terms of disproportionate outcomes (as previous work has shown) but also interpersonally, even when no arrest is made and no use of force occurs. These disparities could have adverse downstream effects, as experiences of respect or disrespect in personal interactions with police officers play a central role in community members' judgments of how procedurally fair the police are as an institution, as well as the community's willingness to support or cooperate with the police (8, 9).
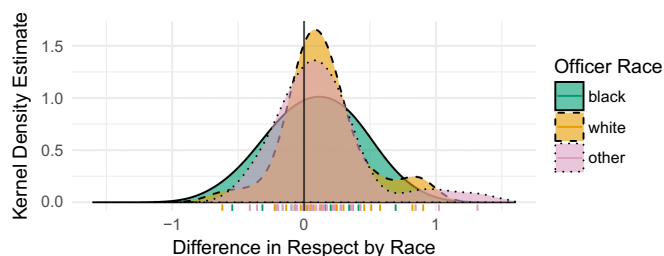

Fig. 4. Kernel density estimate of individual officer-level differences in Respect when talking to white as opposed to black community members, for the 90 officers in our dataset who have interactions with both blacks and whites. More positive numbers on the x axis represent a greater positive shift in Respect toward white community members.
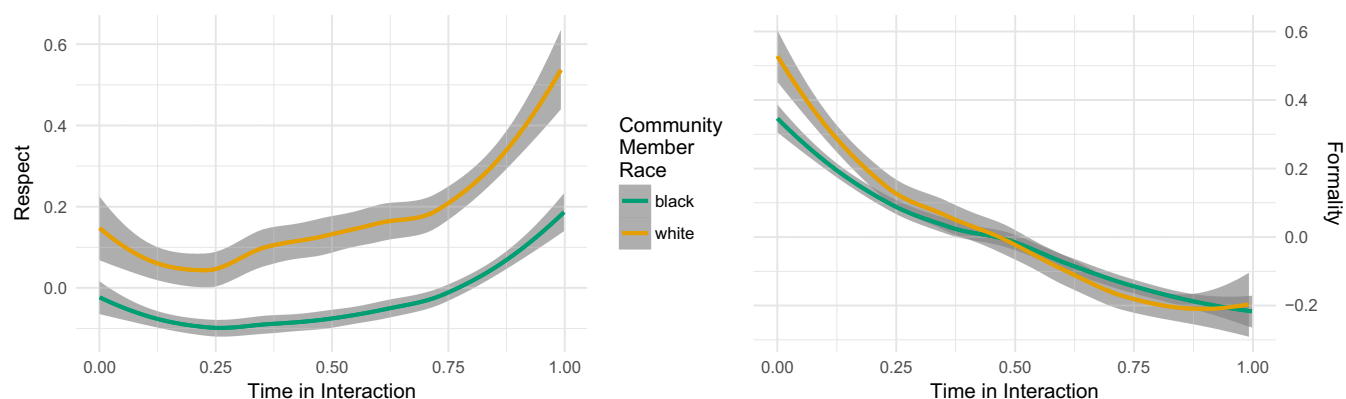
Fig. 5. Loess-smoothed estimates of the (*Left*) Respect and (*Right*) Formality of officers' utterances relative to the point in an interaction at which they occur. Respect tends to start low and increase over an interaction, whereas the opposite is true for Formality. The race discrepancy in Respect is consistent throughout the interactions in our dataset.

We now have a method for quantifying these troubled interactions. Although the circumstances of any particular stop can vary dramatically, our approach allows us to measure aggregate department-level trends, revealing disparities across hundreds of interactions. These disparities are part of a constellation of differences in officer language spoken toward black versus white community members; a simple classifier trained on only the words used by officers is able to correctly predict the race of the community member in over two thirds of the interactions (see *SI Appendix, Linguistic Classification Accuracy of Race*).

Future research could expand body camera analysis beyond text to include information from the audio such as speech intonation and emotional prosody, and video, such as the citizen's facial expressions and body movement, offering even more insight into how interactions progress and can sometimes go awry. In addition, footage analysis could help us better understand what linguistic acts lead interactions to go well, which can inform police training and quantify its impacts over time.

The studies presented here open a path toward these future opportunities and represent an important area of research for the study of policing: Computational, large-scale analyses of language give us a way to examine and improve police–community interaction that we have never had before.

Materials and Methods

Data and Processing. The video for each traffic stop was transcribed into text by professional transcribers, who transcribed while listening to audio and watching the video. Extensive measures were taken to preserve privacy; data were kept on a central server, and transcribers (as well as all researchers) underwent background checks with the Oakland Police Department. Transcribers also "diarized" the text (labeling who was speaking at each time point). We used the diarization to automatically remove all officer speech to the dispatcher or to other officers, leaving only speech from the officer directed toward the community member. After transcription, transcripts were manually cleaned up, heuristically fixing transcriber diarization errors, and correcting typographical errors involving utterance timing so that all transcripts were automatically readable. Every utterance in the dataset was processed with Stanford CoreNLP 3.4.1 (28) to generate sentence and word segmentation, part-of-speech tags, and dependency parses used for feature extraction and analysis.

The raw video footage associated with this paper was available for our research purposes with the cooperation of the Oakland Police Department, and naturally cannot be publicly distributed. However, we make available deidentified data frames for each study described here, so that other researchers can replicate our results. We also release all of the code for the computational linguistic models, as well as pretrained models that can be run on arbitrary text.

Human Annotation of Utterances. A subset of 420 exchanges, consisting of one officer utterance (defined as a "turn" of one or more sentences by tran-

scribers) and, if applicable, the immediately preceding community member utterance were sampled from the corpus for annotation. Utterances were sampled with the constraint that at least 15 words were spoken between the two speakers, and that at least five words were spoken by the officer. These utterances were grouped into seven "batches" of 60 utterances apiece. Due to a data error, six duplicate utterances were annotated, but were excluded from subsequent analyses, resulting in 414 unique utterances toward black ($N = 312$) and white ($N = 102$) community members.

Each of 70 participants (39 female, $M_{age} = 25.3$) rated a batch of 60 of these utterances, such that each utterance was rated by at least 10 participants. On each trial, participants viewed the text of an exchange between a police officer and a community member: the text of the officer utterance, as well as the text of the community member utterance that immediately preceded it, if there was one. They then indicated, on four-point bipolar Likert scales, how respectful, polite, friendly, formal, and impartial the officer was in each exchange. Participants were allowed to indicate that they could not rate an utterance on a particular dimension, but were encouraged to nonetheless indicate their best guess. Participants had no other information about the interaction besides the officer's utterance and the immediately preceding community member utterance.

All research was approved by the Stanford University Institutional Review Board, and written informed consent was obtained from all raters before their participation.

Computational Annotation of Utterances. Our model draws on linguistic theories of politeness; the technical term "politeness" refers to how concepts like respect, formality, and social distance take shape in language. These theories suggest that speakers use polite or respectful language to mitigate face-threatening acts (29–31).

Negative politeness is used to mitigate direct commands or other impositions that limit the freedom of action of the listener, for example, by minimizing the imposition or emphasizing the agency of the interlocutor. Such strategies are central to police–community interactions because of the inherently coercive nature of a traffic stop. For instance, the use of the word "please" can soften requests and provide a sense of agency or choice; apologizing ("sorry," "excuse me") can admit regret on the part of the officer that some request is necessary; the use of hedges ("may," "kinda," "probably") may reduce the perception of imposition.

Positive politeness is used to show that the speaker values the interlocutor and their interests, or to minimize the impact of actions that could damage such a perception. Positive politeness strategies are also crucial for police–community interactions, where the inherently unequal social roles at play may necessitate a particular sensitivity to the community member's positive face. For instance, greetings and introductions can establish a friendly context at the beginning of an interaction and convey openness. Expressions of reassurance ("no big deal," "don't worry") seek to assuage the community member's potential concerns in tense circumstances, and expressions of gratitude ("thank you") serve to reduce the perceived power differential by deferring to the actions of the community member. Mentions of safety ("Drive safely now") explicitly acknowledge concern for the community member's personal well-being. Referring expressions are another important component of positive politeness;

formal titles ("sir," "ma'am," "Mr.," "Ms.") and surnames may convey a contrast with informal titles ("dude," "bro," "bud") and first names (31–33).

We also include features we expect to capture officer anxiety, such as speech disfluencies ("w- well") and commands to keep "hands on the wheel," which may contribute to a community member's perception of disrespect. These are of a different character than the politeness strategies discussed above, but we found that all analyses presented here hold true even if these features are not included.

We use standard techniques to automatically extract features from the text of each utterance (23–26). These features include lexicons (lists of words). For example, to detect informal titles, we used an augmented version of a word list from ref. 34. We also used regular expressions, such as for detecting tag questions ("do that for me, will you?"), and syntactic parse features, such as a feature that detects when "just" is used in constructions as an adverbial modifier.

Features were modeled as log-transformed counts in each utterance, and were used as independent variables in two linear regression models predicting the human perceptual ratings of respect and formality obtained in study 1. They were introduced into the regression using stepwise forward selection by R^2 to remove features that don't substantially contribute to the model's accuracy.

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Voigt et al.

AGENDA REPORT

TO:	Sabrina B. Landreth City Administrator	**FROM:**	Anne E. Kirkpatrick Chief of Police
SUBJECT:	Professional Services Agreement with Eberhardt Consulting	**DATE:**	July 18, 2018

City Administrator Approval _____ Date: 7/19/18

RECOMMENDATION

Staff Recommends That City Council Adopt A Resolution Waiving The Advertising/Bidding And Request For Proposals/Qualifications Requirements And Authorizing An Extension Of Up To Two Years (Through August 31, 2020) Of The Professional Services Agreement Between The City Of Oakland And Eberhardt Consulting For Technical Assistance Services In Delphine Allen V. City Of Oakland, For Two Hundred Fifty Thousand and One Dollars ($250,001) And A Total Contract Amount Not To Exceed Five Hundred Thousand Dollars ($500,000).

EXECUTIVE SUMMARY

The City has achieved compliance with nearly all reforms mandated by the Negotiated Settlement Agreement (NSA). Three tasks remain in partial compliance. One of these is Task 34, which requires the Oakland Police Department (OPD) to collect demographic and other data on police stops. The Department has been collecting this data for over ten years and the data collection methods have evolved over time.

The City entered into a one-year contract with Eberhardt Consulting on September 1, 2017. This contract, in the amount of $249,999, called for Eberhardt Consulting to provide technical assistance with regard to the collection and analysis of stop data and the implementation of the 50 reform recommendations outlined in *Strategies for Change*[1], a report based on the analysis of stop data, Personal Digital Recording Device (PDRD) footage and further research conducted by Stanford University and Professor Eberhardt.

The City has committed to implementing the 50 recommendations (provided as *Attachment A*), and has 14 recommendations left to implement (provided as *Attachment B*), including a few related to the integration of stop data collection and analysis into the early intervention software system currently under development, called PRIME. The Plaintiffs' Attorneys, the court-appointed Independent Monitoring Team and the Court have all noted that inclusion of stop data analytics into PRIME and the full implementation of the remaining recommendations are important reform priorities. Professor Eberhardt and her team are vital to both of these tasks.

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[1] https://sparq.stanford.edu/strategies-for-change

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The Department is therefore requesting to extend the 2017-18 contract for two years in the amount of $250,001, for a total contract amount not to exceed $500,000.

BACKGROUND / LEGISLATIVE HISTORY

On January 22, 2003, the City entered into a negotiated settlement agreement ("the NSA") to resolve allegations of police misconduct raised in the civil case of *Delphine Allen, et. al., v. City of Oakland, et. al.* The City's intent was to promote sound police practices, police integrity and professionalism within OPD. On March 19, 2007, the Court extended the NSA for two years, and on November 24, 2009, the Court allowed for the termination of the NSA and the adoption of a narrower memorandum of understanding (MOU). In 2012, the MOU was terminated and a narrower two-year Amended MOU ("the AMOU") was extended and approved by the Court.

A court-appointed Independent Monitoring Team ("IMT") assesses OPD's progress and determines whether it has achieved full compliance with each of the NSA reform tasks.

In October 2012, the Plaintiffs filed a motion to appoint a receiver. After settlement discussions, the parties jointly proposed, and the Court ordered the appointment of a Compliance Director that would provide technical assistance until OPD reached full compliance with all NSA tasks. The City Council subsequently passed Resolution 84189 C.M.S. on January 2, 2013, authorizing expedited purchasing for goods and services directed by the Compliance Director.

One of the most critical requirements of the NSA, Task 34, requires OPD to collect data on persons stopped by police with the intent of racial profiling. OPD also uses its stop data to analyze which policies, practices and policing strategies may be disparately impacting Oakland's communities of color. While OPD has made significant progress with this Task, it continues to refine its stop data collection and analysis to reach full compliance and sustainability.

In May 2014, at the direction of the Compliance Director, the City partnered with Stanford University and Professor Jennifer Eberhardt. This was to address tensions between the Oakland Police Department and the Oakland community and better manage risk through analysis of stop data and PDRD footage. Professor Eberhardt is a professor at Stanford in the Department of Psychology and co-director of SPARQ, a university initiative to use social psychological research to address pressing social problems. She has been recognized for her work investigating the consequences of the psychological association between race and crime. This contract complied with the procurement process specified in Resolution No. 84189 C.M.S.

Two separate contracts were executed for this work, one with Stanford University for gathering and analyzing stop data and Personal Digital Recording Device (PDRD) footage, and one with Professor Jennifer Eberhardt, as an independent consultant, for technical assistance on predictors and patterns which help to identify potentially at risk officers and research related to race and policing. Each contract followed the requirements of Resolution 84189 C.M.S. The result of Stanford's work was the *Strategies for Change* report, which outlined 50 recommendations for improving police-community relations.

On September 1, 2017, the City of Oakland entered into a separate Professional Services Agreement (PSA) with Eberhardt Consulting for one year for $249,999 to provide technical assistance related to stop data collection and analysis and the implementation of the 50 *Strategies for Change* recommendations. This PSA was authorized through the Compliance Director's spending authority under Resolution No. 84189 C.M.S. The current contract expires on August 31, 2018.

ANALYSIS AND POLICY ALTERNATIVES

OPD has invested great effort in developing a robust stop data collection program and risk management programs that monitor officer behavior, identify performance issues, and develop strategies for improving interactions with the community. Because there are virtually no benchmarks in the area of stop data analysis, OPD is not only engaged in self-evaluation, but has also partnered with Stanford University and Professor Eberhardt. The work with Stanford resulted in the report *Strategies for Change*. Included in the report were 50 recommendations to increase trust with the community. The City has committed to implementing all 50 recommendations, some of which require the participation of Professor Eberhardt and her team. The Plaintiffs' Attorneys, the IMT and the Court have made it clear these recommendations are a priority and the Department should continue to provide the Court with updates regarding their implementation.

The City has completed 36 of the 50 recommendations, including enhancing stop data collection and the use of body worn camera footage. These enhancements have improved stop data analysis and led to policy changes, specifically related to police searches, handcuffing, and probation and parole stops. Professor Eberhardt has served as the main consultant for the changes to the stop data form and statistical analysis of stop data. Professor Eberhardt's team has provided training to OPD on how to analyze stop data so staff can make more efficient use of the data on a real-time basis. A comprehensive analysis of the data helps Department supervisors and commanders mitigate risk, identify disparities, provide additional training, and evaluate their officers' enforcement stops to ensure they are in line with command direction.

The Department has also implemented recommendations—such as holding regular informal relationship-building meetings—meant to increase OPD's interactions and communication with the community. For example, OPD has implemented regular "living room conversation" meetings with residents across Oakland. At these meetings, small groups of neighbors gather with OPD representatives to listen, share information, and learn from each other. Participants can discuss specific problems which have increased police-community tension and work on solutions together. The first living-room meeting was led by Councilmember Desley Brooks in 2017, and they continue to occur on a monthly basis.

The 14 recommendations still in progress are anticipated to be completed by the fall of 2019. In addition to the tasks that still need to be completed by OPD and the City of Oakland, some recommendations will be completed by Professor Eberhardt and her team or require the assistance of Professor Eberhardt and her team. Recommendations that will be completed by Professor Ebehardt and her team are automating stop data narrative analysis (recommendation 14) and conducting customer-service audits after routine stops (recommendation 23). In

addition, Professor Eberhardt and team are providing assistance with rigorously measuring the effects of all training (recommendation 29).

Professor Eberhardt's team will be conducting customer service audits after routine police stops and measuring the impact of the Department's Procedural Justice training. They will also be training Department to use software they developed which will help the department conduct more thorough audits of the narratives officers complete after stops. Perhaps most importantly, the Department will be collaborating with Professor Eberhardt's team on building stop data analytics and dashboards in PRIME—an early intervention system currently in development. This work will make officers' stop and risk management data (including PDRD footage) available to supervisors and commanders in PRIME, and allow supervisors to more easily identify and address disparities and performance issues.

Professor Eberhardt is uniquely positioned to effectively assess the Department's success in implementing the 50 recommendations. The IMT and the Plaintiffs' Attorneys rely on her team's input and assessments with respect to stop data and the implementation of the recommendations. To ensure compliance with Task 34 and successful completion of the 50 recommendations, the contract with Eberhardt Consulting will need to be extended through at least the anticipated implementation of PRIME in July 2019. While OPD hopes to achieve NSA compliance with the full implementation of PRIME, federal monitoring—and the potential need for technical assistance—will continue during the one-year sustainability period specified in the NSA and AMOU. Accordingly, OPD seeks an extension of the Eberhardt Consulting contract for a period of up to two years (through August 2020).

FISCAL IMPACT

Funding will come from the General Purpose Fund (1010), Org (101130), Project (1001225), Task (A468571), Award (20401).

PUBLIC OUTREACH / INTEREST

In light of national scrutiny on police-community relations and the NSA reforms addressing stop data, OPD has been building and improving its stop data and risk management programs. The goal is twofold: to ensure that officers do not profile people based on race and to develop positive and robust community relationships. OPD has made great progress in its stop data program and is committed to continued improvement. The partnership between OPD and Professor Eberhardt will continue to support these efforts.

COORDINATION

This report and legislation have been reviewed by the Office of the City Attorney and the Budget Bureau.

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SUSTAINABLE OPPORTUNITIES

Economic: No economic opportunities were identified with this report.

Environmental: There are no environmental issues associated with this report.
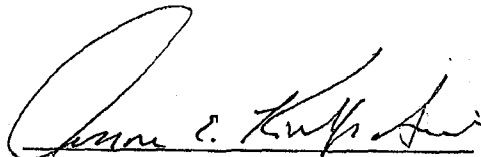
Social Equity: A comprehensive and effective stop data program will help OPD address concerns with social equity.

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That City Council Adopt A Resolution Waiving The Advertising/Bidding And Request For Proposals/Qualifications Requirements And Authorizing An Extension Of Up To Two Years (Through August 31, 2020) Of The Professional Services Agreement Between The City Of Oakland And Eberhardt Consulting For Technical Assistance Services In Delphine Allen V. City Of Oakland, For Two Hundred Fifty Thousand and One Dollars ($250,001) And A Total Contract Amount Not To Exceed Five Hundred Thousand Dollars ($500,000).

For questions regarding this report, please contact Kristin Burgess, Police Program and Performance Audit Supervisor, at 510-238-7097.

Respectfully submitted,

ANNE E. KIRKPATRICK
Chief of Police
Oakland Police Department

Prepared by:
Kristin Burgess, Police Program and
Performance Audit Supervisor
Office of Inspector General
Oakland Police Department

Reviewed by:
LeRonne Armstrong, Acting Assistant Chief
Oakland Police Department

Attachments (2):
A – All Stanford Recommendations as of June 19, 2018
B – Additional Information about Outstanding Stanford Recommendations

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Stanford Recommendations as of June 19, 2018

#	Original Recommendation	Status	Projected Completion
1	Continue collecting stop data	**COMPLETED**	
2	Add a field on the stop data form to capture squad information	**COMPLETED**	
3	Add a field on the stop data form to capture squad sergeant information	**COMPLETED**	
4	Update the stop data form as needed	**COMPLETED**	
5	Standardize, track, and analyze crime-related communications provided to officers	**COMPLETED**	
6	Add a field on the stop data form regarding Body Worn Camera usage	**COMPLETED**	
7	Capture Body Worn Camera footage	**COMPLETED**	
8	Use Body Worn Camera footage to train officers	**COMPLETED**	
9	Require officers to self-audit (racially charged) Body Worn Camera footage (Review of 2017 closed IAD cases of race allegations)	**COMPLETED**	
10	Use Body Worn Camera footage to ensure policy compliance	**COMPLETED**	
11	Invest in the development of a Body Worn Camera early warning system	ITD	July 2019
12	Build a stop data dashboard	ITD	July 2019
13	Automate stop data analysis	**COMPLETED**	
14	Automate stop data narrative analysis	STANFORD	
15	Assist researchers in building an automatic speech recognition system for Body Worn Camera footage	**COMPLETED**	
16	Improve systems for backing up and accessing Body Worn Camera footage	**COMPLETED**	
17	Hire a data manager	IN PROGRESS	December 2018
18	Partner with outside researchers to analyze and use data	**COMPLETED**	
19	Partner with outside researchers to conduct high-quality studies	**COMPLETED**	
20	Give officers individualized feedback on their stop data performance	**COMPLETED**	
21	Create new ways for officers to give feedback to command staff	**COMPLETED**	
22	Use complaint data more effectively	**COMPLETED**	
23	Conduct customer-service audits after routine stops	STANFORD	
24	Regularly administer community surveys	IN PROGRESS	September 2018
25	Make trainings shorter and more frequent	IN PROGRESS	September 2018

#	Original Recommendation	Status	Projected Completion
26	Expand training topics	IN PROGRESS	September 2018
27	Let officers choose which trainings to take	IN PROGRESS	September 2018
28	Incentivize training-in-action workshops	IN PROGRESS	September 2018
29	Rigorously measure the effects of all trainings	IN PROGRESS	September 2018
30	Hire a training coordinator	COMPLETED	
31	Implement living room meetings with residents and other monthly relationship-building (Stanford 31) meetings with residents out of uniform whenever possible and encourage other out-of-uniform community contact (Stanford 35)	COMPLETED	
32	Enhance the capacity of Community Resource Officers through attendance at relationship-building tables and living room meetings and use of social media platforms and electronic communications	COMPLETED	
33	Require squad-based community projects	COMPLETED	
34	Train officers and community members together	COMPLETED	
35	Implement living room meetings with residents and other monthly relationship-building (Stanford 31) meetings with residents out of uniform whenever possible and encourage other out-of-uniform community contact (Stanford 35)	COMPLETED	
36	Provide business cards for every investigative consensual encounter, detention, and community contact	COMPLETED	
37	Show more care in high-crime areas (through making contact with residents following reports of shots being fired)	COMPLETED	
38	Hold critical incident discussions and trainings	COMPLETED	
39	Host annual conference on police-community relations	IN PROGRESS	**July 19, 2018**
40	Develop and track measures of positive community engagement	COMPLETED	
41	Continue risk management meetings	COMPLETED	
42	Identify outlier officers	COMPLETED	
43	Monitor and reduce time pressure	COMPLETED	
44	Monitor and reduce stress and fatigue	COMPLETED	
45	Identify factors associated with high- and low-performing squads	COMPLETED	
46	Review handcuffing policies	COMPLETED	

Stanford Recommendations in Progress

11	**Invest in the development of a Body Worn Camera early warning system** As part of PRIME (explanation) 2.0, the Oakland Police Department (OPD) will be integrating body worn camera footage to allow supervisors and commanders to immediately review stops, arrests, and uses of force. OPD anticipates this recommendation to be completed along with the implementation of PRIME 2.0 in July 2019. OPD is reliant upon the City of Oakland Information Technology Department to complete this recommendation.
12	**Build a stop data dashboard** This recommendation will also be implemented as part of the development of PRIME 2.0 in July 2019. OPD is reliant upon the City of Oakland Information Technology Department to complete this recommendation.
14	**Automate stop data narrative analysis** Stanford has developed a software tool that improves OPD's abilities to search and analyze officers' narrative accounts, which will particularly assist the Department's Office of Inspector General in conducting audits of stops, handcuffing, searches, and uses of force. Stanford needs to train individuals in OPD on the use of the software, to be completed no later than July 2018.
17	**Hire a data manager** OPD has identified this recommendation as one that could not be implemented because the funding request for the position was not approved as part of the overall City budget. OPD is currently working with the City of Oakland Department of Human Resources to determine if an existing, funded position can be reclassified and redefined to include the recommended data management skills.
23	**Conduct customer-service audits after routine stops** This recommendation was for an independent entity – such as a research team – to contact community members who have recently undergone a police stop and ask about their experience. OPD has elected to have Stanford conduct these interviews. Stanford is currently developing an audit protocol and determining an appropriate start date.
24	**Regularly administer community surveys** OPD has issued a Request for Proposal for professional polling services to conduct community surveys. The proposals are due on June 29, 2018.
25	**Make trainings shorter and more frequent** The OPD Training Division is currently developing scenario-based classes designed to improve police-community relations that range from two to four hours in length. These classes will be offered frequently. OPD hopes to have the classes developed no later than September 2018.
26	**Expand training topics** OPD conducted a Department-wide survey to determine what training topics sworn and professional staff members would like to see offered. The Training Division is working on finalizing classes on or before September 2018.

27	**Let officers choose which trainings to take** The OPD Training Division is developing an online course catalog and calendar to allow personnel to select the elective trainings they would like to attend. Along with the new training classes, OPD is projecting a September 2018 completion date.
28	**Incentivize training-in-action workshops** OPD is working on developing internal and external opportunities for officers to receive continued training, particularly on social tactics. Officers who attend outside, non-mandatory trainings already receive positive supervisory notes in their personnel files. As with the other training-related recommendations, OPD is targeting a September 2018 implementation date.
29	**Rigorously measure the effects of all trainings** OPD has started this process by engaging Stanford to evaluate the mandatory, Department-wide Procedural Justice II training. All OPD members will have undergone this training by mid-July 2018. OPD expects Stanford to complete their analysis of the training and effects around September 2018.
39	**Host annual conference on police-community relations** This conference will be held in conjunction with the Mayor's Office. It is scheduled for July 19, 2018.
47	**Review search policies** Stanford's recommendation questions whether the discovery that an individual is on probation or parole should always trigger a search, and, if so, whether such practice helps or hinders community-police relations, individuals' rehabilitation processes, and the protection of the community from crime. An OPD working group was formed a new draft Department General Order (DGO) R-02: Searches of Individuals on Probation or Parole was written. The Office of the City Attorney has reviewed and approved the draft policy, which emphasizes that the primary purpose of probation and parole searches is to further legitimate law enforcement or rehabilitative interests, and that probation and parole searches should not be arbitrary, capricious, or harassing. The policy will also require officers to document articulable facts underlying their decision to initiate a parole or probation search. The IMT has conducted an initial review and OPD is in the final stages of internal review before returning to the IMT in early July for further discussion.
49	**Produce and publish an annual Racial Impact Report** This report is in final review stages. OPD anticipates publishing the report before the annual conference on police-community relations scheduled for July 19, 2018.

PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
Eberhardt Consulting

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

   This Agreement is made and entered into as of **September 1, 2017** between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and **Eberhardt Consulting** ("Contractor")

2. Scope of Services

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

3. Time of Performance

   Contractor's services shall begin on **September 1, 2017** and shall be completed **August 31, 2018.**

4. Compensation and Method of Payment

   Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed **$249,999.00**, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B.** The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

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

   In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the

contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

   a.   Rights and Responsibilities

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

   b.   Contractor's Qualifications

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

   c.   Payment of Income Taxes

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

d.   Non-Exclusive Relationship

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

e.   Tools, Materials and Equipment

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

f.   Cooperation of the City

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

g.   Extra Work

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

6. Proprietary or Confidential Information of the City

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

7. Ownership of Results

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

8. Copyright

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

9. Audit

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

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

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

10. Agents/Brokers

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

11. Assignment

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

12. Publicity

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

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

13. Title of Property

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

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

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

14. Insurance

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

15. Indemnification

a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

   (i) Breach of Contractor's obligations, representations or warranties under this Agreement;

   (ii) Act or failure to act in the course of performance by Contractor under this Agreement;

   (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;

   (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;

   (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and

   (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.

c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.

d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall

Contractor agree to the settlement of any claim described herein without the prior written consent of City.

e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

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

17. Prompt Payment Ordinance

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

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

undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

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

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

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website:
http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

18.   Arizona and Arizona-Based Businesses

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

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

19. Dispute Disclosure

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

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **August 31, 2018.**

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-

making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth $2,000 or more, (b) any real property in which the official has a direct or indirect interest worth $2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than $500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and it's implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

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

b. <u>No Waiver</u>

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

c.   Remedies and Sanctions

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

22.   Non-Discrimination/Equal Employment Practices

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

a.   Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b.   Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

c.   Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.

d.   If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

    a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE):** there is a 50% minimum participation requirement for all professional services contracts over $50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

    b. Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.

    c. Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.

    d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.

    e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.

    f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for h having an Oakland workforce on Non-Construction Contracts

    g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.

    h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub

consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.

i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

j. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team,** attached and incorporated herein and made a part of this Agreement.

k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

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

24. Living Wage Ordinance

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

this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of $13.32 with health benefits or $15.31 without health benefits.** These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, contractor shall pay adjusted wage rate.**

b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least $1.99 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) http://www.irs.gov for current guidelines as prescribed by the Internal Revenue Service.

e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a

quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars ($500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

25. Minimum Wage Ordinance

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

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

For further information, please go to the following website:
http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451

26. Equal Benefits Ordinance

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

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

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

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

27. City of Oakland Campaign Contribution Limits

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

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

28. Nuclear Free Zone Disclosure

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

29. Political Prohibition

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

30. Religious Prohibition

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

31. Business Tax Certificate

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

32. Abandonment of Project

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

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

33. Validity of Contracts

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

34. Governing Law

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

35. Notice

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

City of Oakland   Eberhardt Consulting
Oakland Police Department   562 Gerona Road
455 7th Street   Stanford, CA 94305-8449
Oakland, CA 94607   Attn: Dr. Jennifer L. Eberhardt

Attn: D/C LeRonne Armstrong

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

36.   Entire Agreement of the Parties

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

37.   Modification

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

38.   Severability/Partial Invalidity

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

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

39.   Time of the Essence

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

40.   Commencement, Completion and Close out

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

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

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

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

41. Approval

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

42. Inconsistency

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

City of Oakland,
a municipal corporation

Deborah Barrow 9/22/17 RB

(City Administrator's Office)   (Date)

[signature] 9-22-2017

(Agency Director's Signature)   (Date)

_____

Approved as to form and legality:

[signature] 9/21/17

(City Attorney's Office Signature)   (Date)

Eberhardt Consulting

[signature] 9/13/17

(Signature)   (Date)

00164678_____
Business Tax Certificate No.

_____
Date of Expiration

_____
Resolution Number

_____
Accounting Number

END OF PROFESSIONAL SERVICES AGREEMENT

Schedule Q

INSURANCE REQUIREMENTS
(Revised 01/13/17)

a.   <u>General Liability, Automobile, Workers' Compensation and Professional Liability</u>

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

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

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

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

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

   iv.   **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD,** appropriate to the contractor's profession with limits not less

than $_____ each claim and $_____ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

    a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.

    b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

    c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

    v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than $500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least $500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of $500,000 per occurrence and in the aggregate.

    vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than $1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

b. <u>Terms Conditions and Endorsements</u>

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

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

    ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance.

Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and

iii.   Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and

iv.   The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and

v.   Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and

vi.   Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c.   <u>Replacement of Coverage</u>

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

d.   <u>Insurance Interpretation</u>

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

e.   <u>Proof of Insurance</u>

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

f.   <u>Subcontractors</u>

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All

coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g.   Deductibles and Self-Insured Retentions

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

h.   Waiver of Subrogation

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

i.   Evaluation of Adequacy of Coverage

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

J.   Higher Limits of Insurance

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

SCHEDULE A - Scope of Services (Amended as of August 31, 2017)
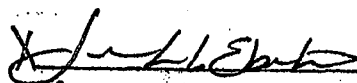**Jennifer L. Eberhardt**

The Contractor will provide technical assistance—focusing upon the implementation of the 50 recommendations described in *Strategies for Change*, the Contractor's report summarizing findings across the entire scope of services outlined in the Stanford contract and the original Eberhardt TA contract.

The vast majority of the recommendations require the Department to take the primary role in implementation (with assistance from the Contractor). In addition, there are three recommendations (rec 15, 19, & 23) that the Contractor will take the lead on (with assistance from the Department). The City of Oakland will not be billed for services related to these 5 recommendations although it is the Contractor's hope that the Department and City will benefit from such services. The Department will continue to provide the same level of access to data (including PDRD) as agreed to in prior contracts.

To facilitate the relationship between the Contractor and the Department during the implementation of the recommendations, the Project Manager has put together a Stop Data Focus Group consisting of 15 OPD staff members of different ranks, levels of experience, and areas of expertise. The Project Director will continue lead the Stop Data Focus Group and will pull together subcommittees or recommend specific individuals from the group to assist on specific tasks as necessary.

In addition to meeting with members of the Stop Data Focus Group, the Contractor will attend a minimum of two Risk Management Meetings per quarter. The Contractor shall attend additional meetings (e.g. community meetings, Council meetings, All Parties Meetings) as necessary.

The Stop Data Focus Group will remain in place beyond the length of the current contract. The group will continue to provide input on policies and practices relevant to the recommendations covered under the current contract as well as the implementation of additional recommendations in the future. In addition to working with members of the Department, the group is expected to interface with researchers, community members, and other relevant stakeholders.

X _____ 7/13/17
Contractor   Date

X _____ 7/13/17
Project Manager   Date

SCHEDULE A - Scope of Services (Amended as of August 31, 2017)
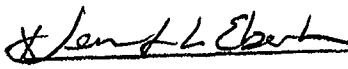## Jennifer L. Eberhardt

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Contractor   9/13/17 date

Project Manager   9/13/17 date

REVISED
7-18-2018

Approved as to Form and Legality

[signature]
City Attorney's Office

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

RESOLUTION WAIVING THE ADVERTISING/BIDDING AND REQUEST FOR PROPOSALS/QUALIFICATIONS REQUIREMENTS AND AUTHORIZING AN EXTENSION OF UP TO TWO YEARS (THROUGH AUGUST 31, 2020) OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OAKLAND AND EBERHARDT CONSULTING FOR TECHNICAL ASSISTANCE SERVICES IN *DELPHINE ALLEN V. CITY OF OAKLAND*, FOR TWO HUNDRED FIFTY THOUSAND AND ONE DOLLARS ($250,001) AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS ($500,000)

WHEREAS, the City of Oakland has achieved compliance with nearly all reforms mandated by the Negotiated Settlement Agreement (NSA) in *Delphine Allen v. City of Oakland*, Case No. C00-4599 WHO (N.D. Cal.); and

WHEREAS, there are only three NSA-mandated reforms outstanding, all of which are in partial compliance; and

WHEREAS, one of the three outstanding NSA-mandated reforms, Task 34, requires the Oakland Police Department (OPD) to collect and analyze demographic and other data on police stops; and

WHEREAS, in 2014, at the direction of the Compliance Director, OPD partnered with Stanford University and Professor Jennifer Eberhardt to address tensions between OPD and the community and to better manage risk through analysis of stop data and Personal Digital Recording Device (PDRD) footage; and

WHEREAS, as a result of their analysis of OPD's stop data, Personal Digital Recording Device (PDRD) footage and related research, Professor Eberhardt and Stanford University published 50 recommendations for reform meant to reduce OPD's footprint on communities of color and improve police-community relationships; and

WHEREAS, on September 1, 2017, the City entered into a contract with Eberhardt Consulting for $249,999, pursuant to which Professor Eberhardt and her team provide technical assistance to the Department regarding the collection and analysis of stop data and the implementation of the 50 recommendations to help achieve full compliance with Task 34; and

WHEREAS, OPD has implemented 36 of the 50 Stanford recommendations;

WHEREAS, Plaintiffs' Counsel, the court-appointed Independent Monitoring Team and the Court in the *Allen* case expect the City to complete its work with Professor Eberhardt related to both the collection and analysis of stop data and the successful implementation of the 14 remaining recommendations; and

WHEREAS, additional time (of up to two years) and funding (of up to $250,001) is necessary for Eberhardt Consulting to continue its works on Task 34 compliance and the implementation of the remaining recommendations; now, therefore be it

RESOLVED: That the City Administrator or designee is authorized to execute a two-year extension of the contract with Eberhardt Consulting for technical assistance to help OPD achieve compliance with Task 34 of the NSA and implement the remaining recommendations for Two Hundred Fifty Thousand and One Dollars ($250,001) for a total contract amount not to exceed Five Hundred Thousand Dollars ($500,000); and be it

FURTHER RESOLVED: That the City Council finds it is in the best interests of the City to waive the advertising/bidding and request for proposals/qualifications requirements of Section 2.04.051(B); and be it

FURTHER RESOLVED: That the funds for the services described above will be allocated from the General Purpose Fund (1010), Org (101130), Project (1001225), Task (A468571), Award (20401); and be it

FURTHER RESOLVED: That the City Administrator or designee is authorized to complete all required negotiations, certifications, assurances, and documentation required to execute, modify, extend, renew and/or amend such an agreement without returning to the City Council; and be it

FURTHER RESOLVED: That in accordance with Article IV, Section 401(6) of the City Charter, the agreement authorized by this resolution shall be approved by the City Attorney's Office as to form and legality before execution, and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLÉN, KALB, KAPLAN AND PRESIDENT REID

NOES –

ABSENT –

ABSTENTION –

ATTEST:_____
LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California

DEPARTMENTAL GENERAL ORDER

**I-29: Law Enforcement Technology Systems (LETS) –
Throw Phone Policy**

Effective Date: DD MMM YY
Coordinator: Special Operations Division

COMMAND INTENT

The Oakland Police Department believes in protecting and serving its diverse community and city through fair, equitable, and constitutional policing. OPD believes in the usage of technology to aid in this mission and in the investment into progressive forms of surveillance technology which both protects the rights of members of the community, while also ensuring and enhancing the safety of community members, officers, and engaged persons. This includes a multipronged approach related to tactics, methodology, and technology that allows for de-escalation in often rapidly evolving and tumultuous environments and crisis events.

It shall be the policy of the Oakland Police Department to deploy the *throw phone* to maximize the safety of all individuals involved in an incident. The *throw phone* shall be used as a tool to assist in communication from safe distances, which ultimately provides more time for interaction and de-escalation. Regardless of deployment, the *throw phone* will be utilized in accordance with OPD Core Values and our Mission.

A. Description and Purpose of the Technology

A - 1. Throw Phone

The hostage negotiation "throw phone" is a phone that has historically been contained in a hardened protective case that is part of a communications system for use during police hostage/crisis situations. The phone case included microphones and speakers to enable two-way communications in an overt or covert manner. It also included hidden cameras to support threat and tactical assessments. Technology has advanced and replaced the previous cumbersome equipment with a mobile phone that is easy to deploy and utilize, while also being equipped with a Lockdown feature. The Lockdown feature is a specialized LETS app that only allows the deployed phone to text or call the Crisis Negotiators.

City-owned iPhones do not have the standalone capability to record calls (incoming or outgoing). The Oakland Police Department may use city-owned (Department managed) Apple iPhones to communicate with the person using the LETS throw phone. The LETS throw phone is equipment that may be deployed during a critical incident (to include but not limited to: barricaded suspect, hostage incident, search warrants) for the purpose of de-escalating an incident and minimizing risk by establishing communications between an OPD member and a victim, suspect, or involved person(s).

Page **1** of **8**

A - 2. LETS

LETS is the name of the company which makes and supplies the throw phone and software. LETS stands for "Law Enforcement Technology Systems."

A - 3. LETS Respond

The LETS Respond application is a smartphone application available via both Apple and Android. The LETS Respond app allows negotiators and authorized users to listen and communicate to a subject's call with the negotiator.

Any city of Oakland owned Apple iPhone is capable of utilizing the LETS Respond application, allowing approved members and commanders to monitor the application.

A - 4. LETS Android Throw Phone

The LETS Android throw phone is an Android device that is part of a communications system for use in police hostage/crisis negotiations with subjects. The phone is enabled with two-way communication in an overt or covert manner.

This system is intended to provide a reliable means of communication between a hostage taker or barricaded subject and a member of the Hostage Negotiation Team (HNT). At times there are no other means of phone communication with the subject and this system allows for safe and reliable communication from a distance. The system allows the HNT team to monitor and record conversations to facilitate the development of negotiation strategies and ensure the safety related information is relayed. In addition to the overt communication capabilities, this technology may also capture images and audio of identifiable individuals (additional suspects or victims/hostages), some of whom are unaware of the recording.

Throw phone systems of this nature are standardized equipment for Hostage/Crisis Negotiation Teams according to the National Council of Negotiation Associations, FBI Crisis Negotiation Unit, National Tactical Officers' Association, and other industry standards. Approximately 15 years ago, the industry standard for these systems began to include video monitoring capabilities. Such monitoring capabilities were deemed important to be able to assess the demeanor of the subject and whether there were any life-safety factors present such as the injured parties or threats of violence.

The LETS throw phone has the capability to "lockdown" so the HNT member may control the Android from a Command Post or the Negotiation Operations Center.

A - 5. Utilized Throw Phone

The Department utilizes the *throw phone* technology with the following platforms:

➢ An Android cell phone with LETS software preinstalled; The Android has the capability to "lockdown" so the HNT member may control the Android from the Command Post or Negotiation Operations Center.

➢ A City of Oakland owned Apple iPhone provided by the IT department; the iPhone does not have the standalone capability to record calls (incoming or outgoing).

Any city of Oakland owned Apple iPhone may download and utilize the LETS Respond application, allowing approved members or commanders to monitor the application during a crisis event.

B. Use of the LETS Android Throw Phone

B - 1. HNT Authorized Users

The LETS Android throw phone, and the LETS Respond application, will only be used by HNT members who have been authorized and trained in its use. The LETS Android throw phone nor the application will not be used by officers who are not certified or trained in its use unless required by exigent circumstances.

B - 2. Authorized Uses

The LETS Android throw phone shall only be used in circumstances where there is a credible threat to life or a vital infrastructure to include but not limited to: barricaded suspect, hostage incident, kidnapping incident, suicidal incident, mass homicide threat.

Although any City-owned Apple iPhone is capable of downloading the LETS Respond application, only HNT Members will be granted access to the OPD account. Furthermore, only HNT Members may monitor the application

during active negotiations. Any member not on the HNT shall not utilize the
LETS Respond Application during any crisis event.

B - 3. Prohibited Use

1. The LETS Android throw phone shall not be equipped with, or have its
   data processed through, analytics capable of identifying groups or
   individuals, including but not limited to Artificial Intelligence, facial
   recognition, and gait analysis.
2. The LETS Android throw phone shall not be used for the following
   activities:
   a. Conducting surveillance of anyone not subject to an active
      investigation.
   b. Targeting a person or group of people based on their characteristics,
      such as but not limited to race, ethnicity, national origin, religion,
      disability, gender, clothing, tattoos, sexual orientation and/or perceived
      affiliation when not connected to actual information about specific
      individuals related to criminal investigations.
   c. For the purpose of harassing, intimidating, or discriminating against
      any individual or group.
   d. To conduct personal business of any type.

B - 4. Deployment and Reporting Requirements

Prior to the activation of the LETS Android throw phone in the field, HNT
shall obtain authorization of the incident commander, who shall be of the rank
of Lieutenant of Police or above. Pre-planned operations that may require the
use of the LETS Android throw phone should be included within the
operations plan and be pre-approved.

The default deployment will minimally include audio recordings and text
messages. Per authorization by the Incident Commander, the visual recordings
and still images will be utilized if the circumstances of the incident warrant its
use (i.e. circumstances where there is a credible threat to life or a vital
infrastructure to include but not limited to: barricaded suspect, hostage
incident, kidnapping incident, suicidal incident, mass homicide threat).

Pursuant to *Penal Code Section 633.8*:

As explained in the statute, "*It is the intent of the Legislature in enacting this
section to provide law enforcement with the ability to use electronic
amplifying or recording devices to eavesdrop on and record the otherwise
confidential oral communications of individuals within a location when*

Page **4** of **8**

responding to an emergency situation that involves the taking of a hostage or the barricading of a location."

The statute requires a complex procedure that officers must follow *after* the *emergency* had been defused. Specifically, **within 48 hours** they must apply for an eavesdropping warrant that must comply with all the requirements for a California *wiretap* order.

B - 5.   Privacy Considerations

Members utilizing the LETS Android throw phone shall only use the device related to specific crisis incidents.

B - 6.   Data Collection and Access

The data captured by the LETS Android throw phone is automatically uploaded to the secure LETS cloud. The data is encrypted and stored separately, and it cannot be accessed by any other agency or third party. The data may include audio recordings, visual recordings, still images and text messages.

The LETS cloud has unlimited storage and will be managed only by those who have access to the OPD account. The OPD account will only be accessed by a username and password given to authorized users. The incident can be deleted only upon the approval of the HNT Commander, or their designee.

If the data and information uploaded to the Cloud is not relevant to any ongoing investigation, or subject to a specific document retention request, then the Tactical Negotiation Team Commander or designee may determine that it will delete such data or information after thirty days.

The data will be protected from unauthorized access as it's uploaded to the Cloud, which is only accessible by authorized users via username and password.

B - 7.   Annotation and Categorization of LETS Files

All authorized HNT members shall annotate LETS files (saved phone calls/text messages/video streams) once the crisis incident is concluded. The associated report number shall be annotated on every LETS data file.

B – 8. Data Sharing

All images and recordings uploaded by the LETS application is for the official use of this department. Some information may not be disclosable to the general public. Investigatory records are not generally disclosable in response to a public records request. Non-investigatory records shall be disclosed in response to a public records request. Requests for information by non-law enforcement or non-prosecutorial agencies will be processed in accordance with Government Code §6253 et seq, this policy, and applicable case law and court orders.

B – 9. Third Party Data Sharing

All data and recordings uploaded by the LETS application may be shared only as otherwise permitted by law and this policy.

OPD personnel may share LETS data and information when there is a legal obligation to do so, such as a subpoena, court order or warrant to share such information, such as the following:

➢ The District Attorney's Office for use as evidence to aid in prosecution, in accordance with laws governing evidence;

➢ The Public Defender's Office or criminal defense attorney via the District Attorney's Office in accordance with applicable California criminal discovery laws;

➢ California law enforcement agencies as part of a formal criminal or administrative investigation;

➢ To a party to civil litigation, or other third parties, in response to a valid court order only.

When there is no legal obligation to provide the requested data, requests for LETS data and information from other California law enforcement agencies shall be made in writing and may only be approved by the BOS deputy director or designee per the protocol below. These requests shall be maintained in a secure folder so that information about these requests can be shared in required annual reports with the Privacy Advisory Commission. Server access shall be restricted only to authorized OPD personnel who will extract the required information and forward it to the requester.

1. The requesting party shall have a right to know, and a need to know. A right to know is the legal authority to receive information pursuant to a

Page **6** of **8**

court order, statutory law, case law, or sworn officer status. A need to
know is a compelling reason to request information such as direct
involvement in an investigation.

2. The Department shall record the requesting party's name and document
    the right and need to know the requested information.

3. The Department shall record whether the request was honored or denied,
    the reason for such action, and the name of the Department officer that
    processed the request.

C. ADMINISTRATIVE INFORMATION

C - 1. Training

The SOD Commander shall ensure that all authorized HNT members have
completed all department-approved training in the operation, applicable laws,
policies, and procedures regarding the use of the LETS Android throw phone.

C - 2. Auditing and Oversight

The SOD Commander, or other designated HNT personnel, shall develop a
protocol for documenting all HNT deployments in accordance to this policy
with specific regard to safeguarding the privacy rights of the community. The
SOD Commander, or other designated HNT personnel, will develop a record
of successful deployments of the LETS Android throw phone, as well as
maintain a roster of authorized users. An annual report will be provided to the
Privacy Advisory Committee at their request.

C - 3. Maintenance

The SOD Commander or other designated HNT personnel, are responsible for
ensuring that the LETS Android throw phone device is functional and
operating in a manner that allows the device to both serve its crisis resolution
purpose and operate within policy and law.

By order of

Floyd Mitchell

Chief of Police   Date Signed: _____

Surveillance Impact Report

Throw Phone (LETS) System

A. Description

The LETS Android throw phone is an Android device that is part of a communications system for use in police hostage/crisis negotiations with subjects. The phone is enabled with two-way communication in an overt or covert manner.

The LETS Android throw phone system consist of (1) the LETS Android throw phone, and (2) a phone software application installed on authorized Department members' phones to allow members to communicate with the throw phone and monitor communications with the throw phone. This system is intended to provide a reliable means of communication between a hostage taker or barricaded subject and member of HNT. At times there are no other means of phone communication with the subject and this system allows for safe and reliable communication from a distance. The system allows the HNT team monitoring and recording conversations to facilitate the development of negotiation strategies and ensure the safety related information is relayed. In addition to the overt communication capabilities, this technology also may also capture images and audio of identifiable individuals (additional suspects or victims/hostages), some of whom are unaware of the recording.

Throw phone systems of this nature are standardized equipment for Hostage/Crisis Negotiation Teams according to the National Council of Negotiation Associations, FBI Crisis Negotiation Unit, National Tactical Officers' Association, and other industry standards. Approximately 15 years ago, the industry standard for these systems began to include video monitoring capabilities. Such monitoring capabilities were deemed important to be able to assess the demeanor of the subject and whether there were any life-safety factors present such as the injured parties or threats of violence.

The LETS throw phone has the capability to "lock down" so the HNT member may control the Android from the Command Post or Negotiation Operations Center.

B. Purpose

The LETS Throw Phone is used for the following operational purposes:

❖ There is credible threat to life or a vital infrastructure to include but not limited to: barricaded suspect, hostage incident, kidnapping incident, suicidal incident, mass homicide threat

❖ Allows negotiators and authorized users to listen and communicate to a subject's call with the negotiator

❖ Provides a reliable means of communication between a hostage taker or barricaded subject and a member of HNT. At times there are no other means of phone communication with the subject, this system allows for safe and reliable communication from a distance

❖ May capture images and audio of identifiable individuals (additional suspects, victims/hostages) in addition to the location of the subjects within a target location

❖ Monitoring capabilities to assess the demeanor of the subject and any life-safety factors present such as injured parties or threats of violence

C. Location

The LETS Throw Phone will be stored in the designated Tactical Negotiation Team Command Post.

The LETS Respond application will be downloaded to the City of Oakland owned Apple iPhone's assigned to the Tactical Negotiation Team Members. Only those members will be granted access to the OPD account.

D. Impact

All communication and data generated by the LETS Throw Phone are for the official use of the Department for the expressed purpose of enhancing the safety of its members and the subjects we're communicating with. It bolsters communication during critical incidents by providing a direct line of communication allowing negotiators to establish a rapport and communicate calmly and clearly. Effective communication can prevent the situation from escalating into violence, illustrating our commitment to resolving conflicts peacefully. The LETS Throw Phone device will not be used in a manner that is discriminatory, view point based, or biased based.

E. Mitigations

The Department does not foresee any points of concern related to a negative impact on the community. The Department will conduct an assessment of the technology and analyze any negative impacts if they are discovered during the annual report.

F. Data Types and Sources

The data captured by the LETS Android throw phone is automatically uploaded to the secure LETS cloud.

The LETS cloud has unlimited storage and will be managed only by those who have access to the OPD account. The OPD account will only be accessed by a username and password given to authorized users. The incident can be deleted only upon the approval of the Tactical Negotiation Team Commander, or their designee.

If the data and information uploaded to the Cloud is not relevant to any ongoing investigation, or subject to a specific document retention request, then the Tactical Negotiation Team Commander or designee may determine that it will delete such data or information after 2 years.

G. Data Security

The data will be protected from unauthorized access as it's uploaded to the Cloud, which is only accessible by authorized users via username and password. The use of LETS data is regulated by Department policy (DGO I-29).

H. Fiscal Cost

The LETS system costs $6045 and includes a FirstNet Throw phone Bundle with a 2-year subscription. The bundle includes the LETS license, access to the application from the application store, evidence manager, the LETS Respond Service, the LETS Lock-down app, and Transmitter app for FirstNet phone and 2 years of FirstNet cell service.

I. Third Party Dependence

The Department will rely on LETS support for technology related issues, consistent with the support offered related to the Motorola Radio systems.

All images and recordings uploaded by the LETS application is for the official use of this department. Some information may not be disclosable to the general public. Investigatory records are not generally disclosable in response to a public records request. Non-investigatory records shall be disclosed in response to a public records request. Requests for information by non-law enforcement or non-prosecutorial agencies will be processed in accordance with Government Code §6253 et seq, this policy, and applicable case law and court orders.

J. Alternatives

Though there are several more expensive alternative Throw Phones offered by various companies, there is no other technology able to directly replace and fulfill the need and benefits of a throw phone in a critical incident.

A less ideal alternative would be to use a regular department-issued cell phone as a makeshift solution.

K. Track Record

Most law enforcement agencies nationwide, particularly larger and well-resourced ones, have Throw Phones as part of their crisis negotiation and tactical response equipment. Smaller agencies or those with limited budgets might not have their own dedicated throw phones, but they often rely on nearby larger agencies or specialized units for assistance in critical situations that require such equipment. Throw Phones have been a proven critical tool in the negotiation arsenal to establish a secure and reliable line of communication. They indisputably enhance the safety of everyone involved and help facilitate a peaceful resolution to critical incidents.

DEPARTMENTAL GENERAL ORDER

I-32: Mobile Investigative Pan-Tilt-Zoom (MIPTZ) Camera Systems

Effective Date: XX Nov XX
Coordinator: Bureau of Investigations

The Oakland Police Department believes in protecting and serving its diverse community and city through fair, equitable, and constitutional policing. OPD believes in the usage of technology to aid in this mission and in the investment into progressive forms of surveillance technology which both protects rights of members of the community, while also ensuring and enhancing the safety of community members, officers, and engaged persons. This includes a multipronged approach related to tactics, methodology, and technology that allows for de-escalation in often rapidly evolving and tumultuous environments.

This policy provides guidance for the capture, storage and use of digital data obtained through the use of Mobile Investigative Pan-Tilt-Zoom (MIPTZ) Camera System technology while recognizing the established privacy rights of the public.

Camera systems that exist related to Department and/or City of Oakland property in relation to facility security are not subject to this policy.

A. Definitions

A - 1. Mobile Investigative Pan-Tilt-Zoom (MIPTZ) Camera

A mobile camera device with the capability of being temporarily affixed to objects for the purpose of capturing video surveillance related to violent or disruptive criminal activity. MIPTZ camera systems have the ability to pan (move left and right), tilt (move up and down), and zoom (adjust the focal length), and is capable of live viewing and recording visual digital data from the particular area where the device is located and the camera lens is directed.

A - 2. Overt Camera System

A fixed camera system[1] in an area in a manner that is obvious and capable of being seen by the public. Overt cameras are generally used for a visual deterrence and to capture information related to specific criminal activity within a particular area.

A - 3. Covert Camera System

A camera system that is not obviously identifiable as a traditional camera system, that is used for covert surveillance of a particular public area pursuant to a court order or search warrant, or in a non-public area, pursuant to a search warrant.

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[1] A "fixed camera system", in relation to this policy, is defined as a camera system affixed to an inanimate object, including but not limited to a wall, street light, sign post, trailer, parked vehicle, etc. While the camera system must be "fixed", the object itself may be mobile.

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B. Description of the Technology:

OPD uses MIPTZ camera system technology as a form of crime deterrence, and when necessary, to capture and store digital image data related to criminal activity and active criminal investigations.

B - 1. Pan-Tilt-Zoom (PTZ) Camera Systems

1. Pan: This function allows the camera to rotate horizontally, covering a broad field of view. PTZ cameras can rotate up to 360 degrees, allowing the camera system to replicate the view of a person located in the same position of the camera.

2. Tilt: This feature enables the camera to move vertically. Tilting up and down helps to cover different vertical angles and ensure that both high and low areas can be observed.

3. Zoom: PTZ cameras come equipped with optical zoom lenses that allow you to zoom in on specific objects or areas without losing image quality. This is useful for detailed inspection or the tracking of moving objects.

4. Remote Control: PTZ cameras can be controlled remotely via various interfaces, such as dedicated control panels, computer software, or mobile apps. This flexibility allows operators to adjust the camera's position and zoom level in real time.

C. Purpose of the Technology

OPD MIPTZ Camera Systems are intended to deter criminal activity within specific public areas and enhance the Department's ability to address disruptive criminal activity within the community. These disruptive crimes include grand theft, vehicle theft, burglaries, robberies, shootings, and homicides. Many criminal investigations hinge upon the availability and quality of surveillance video as evidence, that is later used in the prosecution of felony criminal cases. While physical surveillance may also accomplish these goals, it is limited due to the financial cost, the availability of resources, and the physical demands upon members of the Department. MIPTZ Camera Systems have the capability of enhancing the Department's ability to address the types of criminal activity that are disruptive within the community while also acting as a resource multiplier within the Department. It is the expressed intent of the Department, to use this technology to facilitate precision enforcement on those involved in specific felonious criminal activities and to mitigate collateral impact upon the community.

D. Authorized Uses

D - 1. Authorized Users

Personnel authorized/designated to use MIPTZ Camera System equipment or access information collected through the use of such equipment shall be specifically trained in such technology. Sworn personnel, Police Service Technicians (PST), or other authorized/designated Department personnel may use the technology.

Authorized users other than sworn personnel or PSTs must be designated by the Chief of Police or designee.

D - 2. Authorized Use

➢ **Recording of Public Areas**

MIPTZ Camera Systems that are installed with a view of a public area, shall be done so pursuant to a Court Order (including but not limited to a Search Warrant). Court Orders shall not exceed a request of more than 90 days, after which, an additional Court Order must be sought and authorized.

➢ **Recording an Area Subject to a Reasonable Expectation of Privacy**

MIPTZ Camera Systems shall only be used pursuant to a Search Warrant, to view or record an area where there is a reasonable expectation of privacy (e.g., inside of a private residence, rear yard, private enclosed structure). MIPTZ Camera Systems shall only be employed in this use case related to investigations involving the use of a firearm, violent felonies (robbery, shooting, homicide, etc.), and designated disruptive felony crimes that negatively affect the community (vehicle theft, burglary, human trafficking, the sale of narcotics/controlled substances); and where there is not a reasonable alternative[2]. Search Warrants shall not exceed a request of more than 30 days, after which, an additional Search Warrant must be sought and authorized.

➢ **Recordings During Exigent Circumstances**

MIPTZ Camera Systems may be used during exigent circumstances that include, hostage situations, barricaded suspects, kidnappings, and active shooter situations. If a MIPTZ Camera System is used for exigent circumstances, a search warrant shall be sought within 72 hours, and the exigent use shall be documented within the annual report.

E. Restrictions on Use

E - 1. Permitted/Impermissible Uses

All MIPTZ Camera System recordings are the property of the Oakland Police Department. Department personnel may only access and use the MIPTZ Camera System consistent with this Policy. The following uses of the MIPTZ Camera System are specifically prohibited:

➢ **Invasion of Privacy**: Except when done pursuant to a court order such as a search warrant, it is a violation of this Policy to utilize the MIPTZ Camera System to intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, enclosed yard, enclosed structure) unless exigent circumstances exist. If a MIPTZ Camera System is used for exigent circumstances, a search warrant shall be sought within 72 hours, and the exigent use shall be documented within the annual report (in accordance with Section D-2 of this policy).

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[2] Where alternative methods are physically impossible, risk member or community safety, or may compromise the investigation.

➢ **Harassment or Intimidation**: It is a violation of this Policy to use the MIPTZ Camera Systems with the intent to harass and/or intimidate any individual or group.

➢ **Use Based on a Protected Characteristic**: It is a violation of this policy to use MIPTZ Camera Systems to target a person or group solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.

➢ **Facial Recognition**: It is a violation of this policy for Department members to use MIPTZ Camera Systems in conjunction with Facial Recognition technology.

➢ **Motion Activated Object Tracking Technology**: It is a violation of this policy to utilize motion activated object tracking technology, *if* the technology selectively tracks objects or subjects using Personal Identifying Information (PII) or factors such as race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.

➢ **Personal Use**: It is a violation of this Policy to use the MIPTZ Camera Systems or associated data for any personal purpose.

➢ **First Amendment Rights**: It is a violation of this policy to use the MIPTZ Camera Systems or associated data for the intended purpose of infringing upon First Amendment rights.

➢ **Audio Data:** It is a violation of this policy to utilize MIPTZ Camera Systems to capture or store audio data.

Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

1. No member of this department shall operate MIPTZ Camera System equipment or access MIPTZ Camera System data without first completing department-approved training.

2. No MIPTZ Camera System operator may access department, state or federal data unless otherwise authorized/designated to do so pursuant to Section G "Data Access" below.

3. Accessing data collected by MIPTZ Camera Systems requires a right to know and a need to know. A right to know is the legal authority to receive information pursuant to a state or federal statute, applicable case law, or a court order. A need to know is a compelling reason to request information such as involvement in an active investigation.

F. Data Collection

The MIPTZ Camera System live streams and records photographic and videographic data utilizing mounted camera systems. The data is stored on a cloud-based Video

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Management server which may only be accessed by authorized personnel and requires an individual username/password.

G. Data Access

Department sworn personnel, police service technicians, or other authorized/designated Department personnel may use the technology. Authorized/designated users other than sworn personnel or PSTs must be designated by the Chief of Police or designee.

The Oakland Police Department does not permit the sharing of MIPTZ Camera System data gathered by the city or its contractors/subcontractors for the purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigration and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

All data and images gathered by the MIPTZ Camera System are for the official use of this department. Some information may not be disclosable to the general public. Investigatory records are not generally disclosable in response to a public records request. Non-investigatory and otherwise non-exempt records shall be disclosed in response to a public records request.

H. Data Protection

All data shall be safeguarded and protected by both procedural and technological means. OPD shall observe the following safeguards regarding access to and use of stored data:

➢ All MIPTZ Camera System server data shall be accessible only through a login/password-protected system capable of documenting all access of information by username or other data elements used such as date and time of access.

➢ All data shall be accessed via a Department approved securely connected device.

I. Data Retention

All MIPTZ Camera System data uploaded to the server shall be purged from the Video Management server at the point of 90 days from the initial upload. MIPTZ Camera System information may be retained outside this retention limit solely for the following purposes:

1. Active Criminal Investigations

2. Active Administrative Investigations

3. Missing or at-risk Persons Investigations

4. Investigations from other law enforcement or prosecutorial agencies where

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there is a legal obligation to retain information.

Any data retained for the above described investigative purposes shall be stored on Evidence.com in in accordance with <u>Appendix A</u> of this policy.

J. Public Access:

All images and recordings uploaded by the MIPTZ Camera System is for the official use of this department. Some information may not be disclosable to the general public. Investigatory records are not generally disclosable in response to a public records request. Non-investigatory records shall be disclosed in response to a public records request. Requests for information by non-law enforcement or non-prosecutorial agencies will be processed in accordance with Government Code §7920 et seq, this policy, and applicable case law and court orders.

K. Third Party Data Sharing:

K - 1. MIPTZ Camera System Sharing <u>with</u> Legal Obligation

OPD personnel may share downloaded retained recorded MIPTZ Camera System data and associated metadata when there is a legal obligation to do so, such as a subpoena, court order or warrant to share such information, such as the following:

- ➢ a federal, state, or local criminal prosecutor's office for use as evidence to aid in prosecution, in accordance with laws governing evidence;
- ➢ a Public Defender's Office or criminal defense attorney via the District Attorney's Office in accordance with applicable California criminal discovery laws;
- ➢ California law enforcement agencies as part of a formal criminal or administrative investigation;
- ➢ a party to civil litigation, or other third parties, in response to a valid court order only.

MIPTZ Camera System server data may be shared only as otherwise permitted by law and this policy. All data and images gathered by the MIPTZ Camera System are for the official use of this Department.

K - 2. MIPTZ Camera System Sharing <u>without</u> Legal Obligation

When there is no legal obligation to provide the requested data, requests for downloaded retained recorded MIPTZ Camera System data and associated metadata from other California law enforcement agencies shall be made in writing and may only be approved by the Ceasefire Captain or designee per the 3-step protocol below. These requests shall be maintained in a secure folder so that

information about these requests can be shared in required annual reports with the PAC. Server access shall be restricted only to authorized/designated Department personnel who will extract the required information and forward it to the requester.

➢ The requesting party shall have a right to know, and a need to know. A right to know is the legal authority to receive information pursuant to a court order, statutory law, case law, or sworn officer status. A need to know is a compelling reason to request information such as direct involvement in an investigation.

➢ The Department shall record the requesting party's name and document the right and need to know the requested information.

➢ The Department shall record whether the request was honored or denied, the reason for such action, and the name of the Department officer that processed the request.

L. Training:

The Training Section shall ensure that members receive department-approved training for those authorized/designated to use or access the MIPTZ Camera System and shall maintain a record of all completed trainings.

Training requirements for employees shall include the following:

➢ Applicable policy

➢ Functionality of equipment

➢ Accessing data

➢ Sharing of data

M. Auditing and Oversight

Login/Log-Out Procedure. To ensure proper operation and facilitate oversight of the MIPTZ Camera System, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited. It is the responsibility of the Department under this policy to actively pursue software and hardware upgrades that are needed to maintain full compliance with Section K of the use policy.

The records of the deployments of MIPTZ Camera Systems, Third Party Data Sharing related to Section K – 3 of this Policy, and any exigent use of MIPTZ Camera Systems shall be incorporated into the annual report required by O.M.C. 9.64 et seq.

MIPTZ Camera System audits shall be conducted annually to ensure proper system functionality and that designated personnel are using the system according to policy rules via sample audits, and reviews of training records. The size of these audits shall be large enough to provide a statistically significant representation of the data collected.

N. Maintenance and Administration

N - 1. MIPTZ Camera System Administration

All installation and maintenance of MIPTZ Camera equipment, as well as MIPTZ Camera System data retention and access, shall be managed by the Ceasefire Section and Assistant Chief of Police.

N - 2. MIPTZ Camera System Administrators

The Ceasefire Captain and CGIC/Operations Center Lieutenant shall be the administrators of the MIPTZ Camera System program and shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. The Ceasefire Captain is responsible for ensuring systems and processes are in place for the proper collection, and retention of MIPTZ Camera System data.

N - 3. MIPTZ Camera System Coordinator:

The title of the official custodian of the MIPTZ Camera System is the MIPTZ Camera System Coordinator.

N - 4. Monitoring and Reporting

The Oakland Police Department will ensure that the system is remains functional according to its intended use and monitor its use of MIPTZ Camera System technology to ensure the proper functionality of the system as defined in the policy guidelines of this document, including required audits, training, and data access records.

The MIPTZ Camera System Coordinator shall provide the Chief of Police, Privacy Advisory Commission, and Public Safety Committee with an annual report pursuant to OMC 9.64 (Oakland Surveillance Technology Ordinance).

By Order of

Floyd Mitchell

Chief of Police   Date Signed:

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Appendix A

Category Name	Retention Period	Legal Retention Requirements
Violent Felony / DOA	Indefinite	Statute of Limitations (SOL)
Misdemeanor Case (including report, statements, cite, or arrest)	2 yrs	SOL
Felony Case (including report, statements, cite, or arrest - no violent felonies or sex crimes)	3 yrs	SOL
Missing Person / Runaway	Indefinite	SOL (Possible homicide)
Sex Crimes	Indefinite	SOL
Vehicle Pursuit	5 yrs	Administrative SOL
Sergeants / Commanders Admin	2 yrs	Possible IA/DLI - Sergeant/etc. to update category if so
IA/DLI	Indefinite	Administrative SOL
Use of Force - Levels 1 and 2	Indefinite	Administrative SOL
Use of Force - Levels 3 and 4	Indefinite	Administrative SOL

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Felony - Filed by DA	20 yrs	SOL plus appeals
Homicide	Indefinite	SOL
Misdemeanor - Filed by DA	10 yrs	SOL plus appeals
Legal - OCA/Records/Authorized Users Only	Indefinite	City Attorney's Office (CAO) Order
Collision - 901C	Indefinite	CAO Order
Collision - Major Injury / Fatal	Indefinite	SOL

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Surveillance Impact Report

Mobile Investigative Pan-Tilt-Zoom (MIPTZ) Camera Systems

A. Description

A mobile camera device with the capability of being temporarily affixed to objects for the purpose of capturing video surveillance related to violent or disruptive criminal activity. MIPTZ camera systems have the ability to pan (move left and right), tilt (move up and down), and zoom (adjust the focal length), and is capable of live viewing and recording visual digital data from the particular area where the device is located and the camera lens is directed.

B. Purpose

OPD MIPTZ Camera Systems are intended to deter criminal activity within specific public areas and enhance the Department's ability to address disruptive criminal activity within the community. These disruptive crimes include grand theft, vehicle theft, burglaries, robberies, shootings, and homicides. Many criminal investigations hinge upon the availability and quality of surveillance video as evidence, that is later used in the prosecution of felony criminal cases. While physical surveillance may also accomplish these goals, it is limited due to the financial cost, the availability of resources, and the physical demands upon members of the Department. MIPTZ Camera Systems have the capability of enhancing the Department's ability to address the types of criminal activity that are disruptive within the community while also acting as a resource multiplier within the Department. It is the expressed intent of the Department, to use this technology to facilitate precision enforcement on those involved in specific felonious criminal activities and to mitigate collateral impact upon the community.

C. Location

MIPTZ Camera Systems will be utilized in areas throughout the City in areas where violent and/or disruptive criminal activity is occurring, or in areas where those involved in violent and/or disruptive criminal activity are located (pursuant to a court order).

D. Impact

MIPTZ Camera Systems are intended to deter specific criminal activity and to facilitate precision enforcement when necessary. MIPTZ Camera Systems will not be utilized with the intent to surveil a person or group based on race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.

E. Mitigations

The MIPTZ policy prohibits the use of MIPTZ Camera Systems for, invasion of privacy, harassment or intimidation, based on protected characteristics, in conjunction with facial recognition, personal use, to violate first amendment rights, or to capture audio data (**DGO I-32 – Section E-1**). Annual audits related to the use of the technology will be conducted. In addition, MIPTZ Camera Systems will be utilized pursuant to a Court Order or Search Warrant, authorized by a Judge. It is the Department's explicit intention to use this technology in a manner that mitigates collateral impacts upon the community with a focused approach related to subjects involved in specific criminal activity.

F. Data Types and Sources

The MIPTZ Camera System captures visual data which is retained along with associated metadata.

G. Data Security

All data shall be safeguarded and protected by both procedural and technological means. OPD shall observe the following safeguards regarding access to and use of stored data:

➢ All MIPTZ Camera System server data shall be accessible only through a login/password-protected system capable of documenting all access of information by username or other data elements used such as date and time of access.
➢ All data shall be accessed via a Department approved securely connected device.

H. Fiscal Cost

The estimated starting cost for this project is approximately $200,000-300,000 depending on the number of devices purchased and the amount of time that the devices are moved. The devices are intended to integrate into the existing Flock Operating System at a cost of approximately $75,000 per year (requiring and upgrade to Flock OS Elite). The department is still doing research on the vendors that will be able to provide this technology. The Department will seek funding through grants, donated/provided equipment, or alternative funding (not through general funds) to facilitate the initial purchase/acquisition of this technology and the requisite video management systems. Retained data will be stored on an existing platform at no additional cost.

I. Third Party Dependence

The MIPTZ Camera Systems will initially rely on vendor or partnering agency assistance related to mobilizing the devices and maintaining them. Retained data will

be stored through the existing Evidence.com (Axon), consistent with other stored evidence-related data.

J. Alternatives

Alternatives to the use of this technology would be the use of physical manned surveillance, which is costly both in terms of fiscal cost and being physically taxing a potentially dangerous for Department members. The MIPTZ Camera Systems are meant to act as a force multiplier by using technology to augment or replace physical surveillance by Department members.

K. Track Record

Camera systems similar to MIPTZ Camera Systems have been utilized throughout the United States, including in Charlotte (North Carolina), Atlanta (Georgia), San Francisco, and previously in Oakland. Within Oakland, similar Camera Systems (commonly referred to as Pole Cameras) were used related to long-term criminal investigations. The devices were critical in the prosecution of violent crimes, as they would often capture important information of evidentiary value, including capturing shootings on video and documenting visual evidence that led to the identification and prosecution of those involved. While many cities have used this technology in a broader approach, the Oakland Police Department intends to use this technology with a narrow, precision-based approach to meet the investigatory needs of the Department, while also respecting and safeguarding the privacy rights of the community.