



Office of the City Manager

January 19, 2021

To: Honorable Mayor and Members of the City Council

From: *Dee* Dee Williams-Ridley, City Manager

Re: Update on Re-Imagining Public Safety

On July 14, 2020, City Council adopted an omnibus package to re-imagine public safety and policing in the City of Berkeley. The omnibus package consisted of numerous elements including, but not limited to the following:

- Having the City Auditor perform an analysis of City's emergency 9-1-1 calls-for-service and responses, as well as analysis of the Berkeley Police Department's (BPD) budget.
- Analyzing and developing a pilot program to re-assign non-criminal police service calls to a Specialized Care Unit.
- Creating plans and protocols for calls for service to be routed and assigned to alternative preferred responding entities and consider placing dispatch in the Fire Department or elsewhere outside the Police Department.
- Analyzing litigation outcomes and exposure for city departments in order to guide the creation of City policy to reduce the impact of settlements on the General Fund.
- Engaging a qualified firm(s) or individual(s) to lead a robust, inclusive, and transparent community engagement process with the goal of achieving a new and transformative model of positive, equitable and community-centered safety for Berkeley.
- Pursuing the creation of a Berkeley Department of Transportation ("BerkDoT") to ensure a racial justice lens in traffic enforcement and the development of transportation policy, programs and infrastructure, and identify and implement approaches to reduce and/or eliminate the practice of pretextual stops based on minor traffic violations

Subsequent to the adoption of the omnibus package, the City established a multi-department working group to oversee and implement various components of the package. The working group consists of the following:

- City Manager;
- Deputy City Managers;
- City Attorney;
- Fire Chief;

- Health, Housing and Community Services (HHCS) Director;
- Human Resources Director;
- Police Chief; and
- Public Works Director.

We have established weekly meetings and have developed an organizational structure that will enable us to advance the various referrals in the omnibus package at the same time.

Our work to advance the omnibus package has been organized in the following manner:

- HHCS Director, Lisa Warhuus, is leading the work to develop a Specialized Care Unit pilot program.
- Fire Chief, David Brannigan, is leading the work to develop a plan for priority dispatching.
- City Attorney, Farimah Brown, is managing the analysis of litigation claims and settlements.
- The Public Safety / Police Re-Imagining and community engagement process will be led by Deputy City Manager David White. Deputy City Manager White will also be supporting the City Manager by providing overall project management support to the team.
- BerkDoT will be led by our Public Works Director, Liam Garland.

Current Updates (*for the January 19, 2021 City Council Meeting*)

The following provides a brief overview of what has been accomplished since the last update to City Council on December 15, 2020.

- City Auditor calls-for-service and budget analysis
 - City staff continue to meet with the City Auditor to coordinate and respond to any questions or needs that arise. Most recently, on January 14, 2021, the City Manager and city staff met with the City Auditor's Office to review and discuss the briefing document prepared by the City Auditor's Office regarding the calls-for-service analysis.
- Priority Dispatching
 - A project update was presented to the Police Review Commission on January 13, 2021. Upcoming presentations for the Disaster and Fire Safety Commission and Mental Health Commission are scheduled to occur in January 2021.
 - A Request for Proposal (RFP) to identify a consultant to develop a plan and recommendations surrounding prioritized dispatch is being developed. Major areas to be addressed include in the RFP include:

- What is the recommended model of dispatch given calls received by the City?
- Are existing staffing levels adequate to transition to priority dispatching?
- Are existing facilities adequate?
- What training is needed to implement and sustain priority dispatching?

The total amount of funds allocated to this work is \$50,000, which City Council approved on December 15, 2021 as part of the first amendment to the Annual Appropriations Ordinance.

- The recommended dispatch model will lead to a community and policy discussion about the resources that should be deployed to calls received by the 9-1-1 Emergency Communications Center. Possible models are:

Model Considered	Pros	Cons
Current Model	Simplicity, easier staffing	Inefficient, delays for callers, expansive resources sent to calls
Medical Priority Dispatch System	Standard system, used by neighboring agencies	Expensive licensing, inflexible, heavily scripted
Criteria Based Dispatch	Affordable, flexible, trusts well trained dispatchers	Non-standard, not used by neighboring agencies
Call Diversion (Telemedicine/ Nurse Practitioner or MD Staffing)	Medical professionals work with callers, advise and re-direct patients to appropriate care	Expensive, resource intensive

- Specialized Care Unit (SCU)
 - The contract for Resource Development Associates (RDA) is complete and has been attached to this update.
 - RDA is working on a draft detailed project plan and timeline for feedback from the steering committee.
 - A second steering committee meeting, which will include RDA, is being set up for the end of the month, with the intention to meet every other week.
- Analysis of Claims and Settlements
 - No updates to report.
- Public safety and Police Re-imagining Community Engagement
 - On December 15, 2020, the City Council authorized the City Manager to enter into a contract with [the National Institute of Criminal Justice Reform](#) (NICJR) to conduct

- research, analysis, and use its expertise to develop reports and recommendations for community safety and police reform as well as plan, develop, and lead an inclusive and transparent community engagement process to help the City achieve a new and transformative model of positive, equitable and community-centered safety for Berkeley.
- City staff have been coordinating internally and working with NICJR to finalize the scope of work and contract documents. The contract is anticipated to be fully executed and completed the week of January 18, 2021. Once completed, NICJR's complete contract will be incorporated into a future update to City Council.
 - For background and transparency, attached to this City Council update is the response to the Request for Proposal submitted to the City by NICJR.
- Reimagining Public Safety Task Force (Task Force)
 - City staff from the City Manager's Office and City Clerk's Office have been coordinating with the Mayor and City Council on the implementation of the Reimagining Public Safety Task Force. On January 19, 2021, the City Council will be asked to adopt [revisions to the enabling legislation that established the Reimagining Public Safety Task Force](#).
 - The Police Review Commission has informed the City Manager's Office that Police Review Commissioner Nathan Mizell has been appointed to the Task Force by the Commission.
 - Appointments by the Youth Commission and Mental Health Commission are anticipated to occur in January 2021.
 - Appointments from the Berkeley Community Safety Coalition and Associated Students of the University of California (ASUC) External Affairs Vice President are anticipated to be discussed at the City Council meeting on January 26, 2021.
 - Subsequent to the adoption of the revisions to the enabling legislation, an application for the Task Force developed by the City Clerk's Office will be posted to the City's website. The application has been attached to this City Council update. A press release has also been prepared and will be issued notifying the community of the application.
 - Once the City Manager's Office has received the Mayor and City Council appointments to the Task Force, as well as Commission appointments, the Berkeley Community Safety Coalition's appointment, and the appointment from the ASUC External Affairs Vice President, city staff will work with NICJR to convene the first meeting of the Task Force. This is likely to occur in February 2021.

- BerkDoT
 - An interdepartmental BerkDoT project team continues to meet regularly.
 - City staff continue regular meetings with community stakeholders to solicit input and discuss the proposed BerkDoT.
 - The Public Works Department developed a scope of work for its on-call transportation consultant, Fehr & Peer's. The scope of work has been attached to this City Council update.
 - To date, formal interviews have been completed with the cities of Cambridge, Denver, Fort Collins, Minneapolis, Oakland, and Los Angeles.
 - A memo that distills what has been learned in the interviews including a summary of organizational structures, lessons learned, and short vs. longer term actions will be prepared. This memo will serve as the basis for a discussion with the Public Works and Transportation Commissions in February 2021 regarding a summary of initial research, best practices, and preliminary recommendations.
 - Staff continue to update an initial inventory of functions to be considered as part of a new BerkDoT. The functions include parking enforcement, traffic enforcement, accident investigation, crossing guards, Vision Zero implementation, transportation engineering, streets and sidewalk planning and engineering, street and sidewalk repair, and streetlights. These functions now involve approximately 100 existing full time positions and budgets of close to \$50 million.

Attachments

1. RDA Contract
2. NICJR response to the Request for Proposal
3. Application for the Public Safety Reimagining Task Force
4. Fehr & Peer's Scope of Work Re: BerkDoT

cc: Paul Buddenhagen, Deputy City Manager
David White, Deputy City Manager
Jenny Wong, City Auditor
Farimah Brown, City Attorney
Mark Numainville, City Clerk
David Brannigan, Fire Chief
Lisa Warhuus, Director of Health, Housing & Community Services
LaTanya Bellow, Director of Human Resources
Andrew Greenwood, Chief of Police
Liam Garland, Public Works Director
Matthai Chakko, Assistant to the City Manager

Attachment 1

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: NEW CONTRACT

Contract # 32100082

CONTRACTOR NAME: Resource Development Associates, Inc. (RDA)

Subject of Contract: Specialized Care Unit (SCU) Design

This contract package contains: 3 Original Contracts (Department, Vital Record and Vendor) in folders	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.			
1. CONTRACT BOILERPLATE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Scope of Services (Exhibit A @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Payment Provisions (Exhibit B @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution <i>RFP</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CERTIFICATIONS			
a. Workforce Composition (<i>businesses with 5 or more employees</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Nuclear Free Berkeley Disclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Oppressive States Disclosure (<i>Exception: Community-based, non-profit organizations</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Certification of Compliance with Equal Benefits Ordinance: use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Community Agency: Certification of Anti-Lobbying	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Community Agency: Certification of Drug-Free Workplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (<i>originals, not copies</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # 69,621-N.S. <i>12-1-2020</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Federally Funded Project Requirement: Debarment status printout (SAM.gov)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

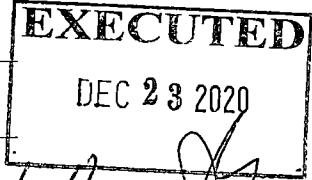
Berkeley Business License # BL-003113
Requisition # 12105644 (*Hard copy attached*)
Budget Code 011-51-503-520-0000-000-451-612990: \$100,000
 316-51-503-524-2012-000-451-612990: \$85,000

Contract Amount \$185,000
Council Approved Amount \$185,000
Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____
If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- | | | |
|--|------------------|-------------|
| 1. <u>Conor Murphy</u> <u>HHCS</u> (email approval) | (510) 981-7611 | 12/4/2020 |
| Project Manager (PRINT NAME) & Department | Phone No. | Date |
| 2. <u>Ann Song</u> <i>Ann Song</i> | | 12/17/2020 |
| Department Administrative Officer/Accounting | | Date |
| 3. <u>Lisa Warhuus</u> <i>Lisa Warhuus</i> | | 12/17/2020 |
| Department Head | | Date |
| 4. <u>Darryl Sweet</u> <i>D.R. Sweet</i> | | 12/18/2020 |
| Contract Administrator | | Date |
| 5. <u>Teresa Berkeley-Simmons</u> <i>Budget via Email (Attached)</i> | | 12/22/2020 |
| Budget Manager | | Date |



Routing continues to the following persons, who sign directly on the contract:

6. **City Manager** (*Will not sign unless all signatures and dates appear above*)
 7. **City Clerk:** CMS Login _____ Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418> Rev 7/2020

Sweet, Darryl

From: Murty, Rama
Sent: Tuesday, December 22, 2020 12:26 PM
To: Sweet, Darryl
Cc: Rosete, Michelle
Subject: FW: RDA Contract for budget approval

Budget Final - Approved

Rama Murty, Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

From: Rosete, Michelle
Sent: Tuesday, December 22, 2020 12:03 PM
To: Murty, Rama <RMurty@cityofberkeley.info>
Subject: RE: RDA Contract for budget approval

Budget Initial – APPROVED

Notes:

Res#69,621 attached in the contract - OK

Req#12105644 – NTE \$185,000

Requisition: 2021/12105644

Released, Akoteu, Vina, 12/21/2020

Total Cost: \$185,000.00

E (HHMMGR2101-NONPERSONN-CONTRSERVI-MISCPROFSV) MISC PROF SERVICES	U	E (011-51-503-520-0000-000-451-612990-) PROF SVCS - MISCELLANEOUS	U	54.054	\$100,000.00
E (HHMMCA2101-NONPERSONN-CONTRSERVI-MISCPROFSV) MISC PROF SERVICES	U	E (316-51-503-524-2012-000-451-612990-) PROF SVCS - MISCELLANEOUS	U	45.946	\$85,000.00

Fund available in Project Code HHMMGR2101, Funds 011 and 316.

Thanks.

-Michelle

From: Sweet, Darryl
Sent: Friday, December 18, 2020 11:58 AM
To: Rosete, Michelle <mrosete@cityofberkeley.info>; Murty, Rama <RMurty@cityofberkeley.info>
Subject: RDA Contract for budget approval

RDA
Contract
for budget approval

Thank you,
Darryl

Darryl Sweet, MSCM, CPSM
General Services Manager
City of Berkeley, Department of Finance
510-981-7329
dsweet@cityofberkeley.info

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and Resource Development Associates (RDA) (Contractor”), a California Corporation doing business at 2333 Harrison Street, Oakland, CA 94612, who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **PAYMENT**

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$185,000. City shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on January 1, 2021 and end on June 30, 2022. The City Manager of the City may extend the term of this Contract by giving written notice.

b. Either party may terminate this Contract for default upon five (5) days’ written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. City may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704
CoMurphy@cityofberkeley.info

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Dr. Patricia Bennett
Resource Development Associates
2333 Harrison Street
Oakland, CA 94612
pbennett@resourcedevelopment.net

d. If City terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

4. **INDEMNIFICATION**

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. **INSURANCE**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000 (two million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$2,000,000 (two million dollars) to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. **The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below.**

b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:

Department Name: HHCS-Mental Health Division-Steven Grolnic-McClurg
Department Address: 2180 Milvia Street, Berkeley, CA 94704

6. **CONFORMITY WITH LAW AND SAFETY**

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. **SAFETY DATA SHEETS**

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Safety Data Sheets (SDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The SDS for all products must be submitted to the City before commencing work. The SDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. **OWNERSHIP OF DOCUMENTS**

a. When this Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants City a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings

and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the City.

c. With the prior written approval of City's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

b. Direction from City regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board,

commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

12. **NUCLEAR FREE BERKELEY**

Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **SANCTUARY CITY CONTRACTING**

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

a. "Data Broker" means either of the following:

- i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City’s computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

15. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

16. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City

shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. **BERKELEY EQUAL BENEFITS ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

19. **SETOFF AGAINST DEBTS**

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

20. **CONFIDENTIALITY OF INFORMATION**

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

21. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless City concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

22. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

23. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

24. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

25. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

26. **WAIVER**

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

27. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

30. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

31. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

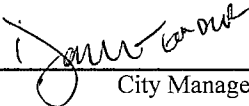
Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of

B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**


Business License Number BL-003113
B.M.C. § N/A
Taxpayer ID Number _____

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: 
City Manager

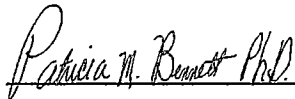
Pre-approved as to form
CITY ATTORNEY
10/2019

Registered on behalf
of the City Auditor by: 
Finance Department

Attest by: 
City Clerk

CONTRACTOR

Printed Name: Patricia Bennett

By: 

Title: President and CEO

Tax Identification # _____

Berkeley Business License # BL-003113

Incorporated: Yes No

Certified Woman Business Enterprise: Yes No

Certified Minority Business Enterprise: Yes No

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes No

EXHIBIT A

SCOPE OF SERVICES

Agency Name: Resource Development Associates (RDA)
Contract Period: January 1, 2021 – June 30, 2022
Program Title: Specialized Care Unit (SCU) Design

Resource Development Associates, (hereafter RDA) will provide the following services, enumerated below. This contract is for the period commencing January 1, 2021 to June 30, 2022 which may be extended by agreement of the City of Berkeley and RDA.

Specialized Care Unit (SCU) Design

A variety of stakeholder groups (including the Berkeley/Albany Mental Health Commission) has long advocated for the need for a community designed 24/7 crisis care program and the need to reduce the role of law enforcement in crisis response. In July 2020, City Council directed the City Manager to evaluate initiatives and reforms that reduce the footprint of the Police Department and **limit the Police's scope of work primarily to violent and criminal matters. This includes the development of a Specialized Care Unit (SCU) pilot spearheaded by the HHCS Department.** This SCU would consist of trained crisis-response field workers who would respond to mental health crisis occurrences that posed on imminent threat to safety without the involvement of law enforcement.

RDA, in partnership with the HHCS Department, will conduct a comprehensive feasibility study (provided as a written report) for the creation of a 24/7 SCU that provides services in response to public safety calls that do not need or require the presence of police. The feasibility study will be developed through extensive community engagement involving input from diverse service users, City departments, community stakeholders, subject matter experts, professionals, paraprofessionals, and others. RDA will conduct all activities entailed in this project in a manner that is culturally responsive, humble, and deeply respectful of the lived experience of all who are involved. With written permission, RDA may utilize funds to subcontract activities for data collection and community engagement.

The feasibility study will include community-driven program design recommendations, complete budget and potential funding sources, and a detailed plan for phased implementation that includes a proposal and budget for a program pilot while also projected timelines for expanded services informed by local data (such as the coming City Auditor's audit of BPD staffing and budget). The study will also make recommendations for how the SCU can link with other supportive services such as crisis counseling, conflict resolution, housing assistance, wellness checks, first aid, referrals, resource connection, transportation, follow-up, and other services.

RDA will accomplish the work according to the following steps:

1. Work with the City of Berkeley departments, community stakeholders, subject matter

experts, professionals, paraprofessionals, diverse service users and others to produce a feasibility study for the creation of a Specialized Care Unit. The SCU will provide services in response to 911 calls that do not need or require the presence of police as well as to calls made directly to them, independent of 911.

- a. Create a Mission Statement for the SCU program. Specifically, define SCU non-emergency 24/7 rapid response mental health and substance use related services. Services would also address citywide needs for coordinated responses from City Departments (ex. fire/EMT), crisis counseling, conflict resolution, housing assistance, wellness checks, first aid, referrals, resource connections, transportation, follow-up continuity of care and stable, predictable living for those who are served by them.
- b. Prepare a detailed plan for a phased implementation of the SCU.
- c. Prepare a detailed budget for the initial pilot program and projections for expanded services based on data from the audits by City Auditor, and other data-based projections.
- d. Identify potential funding sources, including Medi-Cal reimbursement, Mental Health Services Act (MHSA), Realignment and City of Berkeley General Funds, and strategies to access additional funding from other City departments and/or other sources.

2. Research and identify best practices related to non-police-centered responses

- a. Conduct literature reviews and interviews with representatives of similar/model programs and identify the SCU's intersections with the existing Berkeley social service structure.
- b. Identify necessary qualifications of the SCU team. Describe how SCU staff will de-escalate, assess, provide services, referrals, resources and, in some cases, provide transportation for persons in distress.

3. Gather input from stakeholder groups to inform the program design

- a. Describe how mental health and/or Substance Use Disorder (SUD) interventions and services will be tailored to meet the needs of people and communities of color, as well as LGBTQIA+, unhoused, and economically disadvantaged people who are disproportionately impacted by mental health and carceral systems.
- b. Describe culturally responsive, evidence-based best practices and survey prospective and current users of services.
- c. Interview current and former staff of HOTT, MCT, TOT, Crisis Triage Program, Berkeley Ambassadors, MACROS, CAHOOTS, and the Alameda County CATT team.
- d. Analyze BPD dispatcher protocols and create a method of dispatch for the SCU that includes emergency calls from the public to an independent SCU phone number, as well as 911 calls that are evaluated and redirected to the SCU.
- e. Interview BPD Community Services Bureau Officers and CIT officers.

Some strategies that RDA will consider utilizing include:

- a. Providing lots of digital data collection options for a wide, diverse array of community

members to engage with RDA. Particularly given the current COVID-19 pandemic and shelter-in-place orders, data collection will be limited to remote and virtual connections. Potential digital data collection activities include:

- i. Online surveys
 - ii. Online listening sessions (lightly facilitated sessions where individuals can call or video into during anytime during a set period of time, and then engage with an RDA team member in 1-on-1 ways via online breakout rooms)
 - iii. Online focus groups and town halls (with provider teams, advocacy groups, and other established group entities)
 - iv. Key informant interviews (1-on-1 phone/video interviews with leadership representatives, elected officials, and other key stakeholders for whom a private conversation is preferred)
 - v. Qualitative interviews with diverse crisis response service users
- b. Providing a clear outline and timeline of how the data collected for this project will be used, when components of the SCU plan will be developed, and key feedback points in the project plan.
 - c. Partnering with interested key stakeholders to co-facilitate some data collection activities (online focus groups and listening sessions).

4. Provide recommendations for the best “home” for the SCU; whether it be within the City of Berkeley or a community service provider

5. Contact and planning with impacted departments. Coordinate with City departments who will be impacted by the phased implementation of the SCU; whether it involves a service reduction or service enhancement

6. Facilitate collaboration with local Continuum of Care providers and stakeholders

- a. Identify providers that can engage with the SCU to provide services and become a destination for individuals accessing service via SCU.
- b. Identify strategies to ensure that the SCU is not continuously responding to the same crisis, but rather offering support within the community that allows for on-going treatment and care, including support from clients’ families.
- c. Meet with care partners and those agencies and organizations that will be providing follow-up care in partnership with the SCU.
- d. Evaluate the gaps in service including, but not limited to, the number of shelter beds needed and available, permanent housing vouchers, respite facilities, substance use recovery programs and other options besides the criminal justice system.

7. Develop SCU Feasibility Study Report

- a. Analyze data from MHD, City Auditor, and others to create projections for budget, staffing, training options, and equipment and technology needs.
- b. Describe both the currently available and needed additional IT and technology supports, including the technological interconnections with the local network of

- partners/providers, that support the SCU to access current medical and mental health/substance use records for clients.
- c. Develop a mindful community education and training program focused on empathy and compassion which supports the work and vision of the SCU.

8. Create Evaluation Criteria for the SCU Program

- a. Produce a plan for evaluation and data collection for the SCU program that includes both process and outcome measures.

RDA will employ a variety of strategies throughout this project to reach the diverse populations in Berkeley, and particularly with the local African American communities. The equal opportunity for crisis response services users to meaningfully participate is key to improving the quality of individual service delivery and moreover, to inform structural changes across these crisis response systems. Diverse crisis response service users can describe their routes through these systems, provide their perspectives about the nature of them and how they impact their lives in a way that other stakeholders are not able or qualified to do based on actual lived experience and not professional opinion. BIPOC, LGBTQ+ and other communities are disproportionately represented in public mental health and incarcerations systems, particularly ones designed for punishment and sentencing to prisons. Thus, their input is essential to achieve health equity and community safety.

RDA will work hand-in-hand with the Steering Committee to ensure clear timelines and deadlines are agreed upon early on and adhered to throughout this project – in particular, RDA will actively seek the feedback from the Steering Committee regarding all data collection tools and protocols that this project will utilize. The diversity of backgrounds and roles of the Steering Committee will **provide crucial insights and expertise about the local Berkeley community to RDA's data collection and analysis efforts.**

RDA will work very closely with the Steering Committee – as well as other key stakeholders – early on in this project to collaboratively identify the potential avenues in which to reach **Berkeley's diverse communities, including the types of data collection modalities that will be engaging and productive for RDA to receive the open, honest, and critical feedback that this project needs.** RDA will conduct robust qualitative interviews with diverse crisis response service users in order to identify emerging themes to account for service users and the quality of care. RDA will ensure that those conducting the qualitative interviews with service users are highly experienced in serving these communities and listening to life narratives needed to inform these systems. RDA will remain flexible and adapt its activities to any changing circumstances and process feedback that is shared throughout this project. Of utmost importance to RDA and this project is that community feedback to be sought after in culturally competent and trauma-informed ways. RDA and the Steering Committee both understand that the topic of this project is very sensitive and difficult for some populations to engage with openly.

RDA will lead multiple data work sessions with the Steering Committee and other identified key stakeholders at key points in the project. RDA will share its most current preliminary analyses and findings from the quantitative and qualitative data that has been collected thus far. Then, RDA will

facilitate conversations to understand how these stakeholders are interpreting this information, what questions are coming to mind, what potential areas for further exploration or data collection are needed, and also building consensus amongst this larger team of the key findings and SCU planning items thus far. The goal of these collaborative data work sessions is so this entire project team is incrementally building its understanding of the feasibility study as it is unfolding, and actively shaping together the direction in which the SCU planning occurs.

Estimated Project Timeframe

It is envisioned that these services will begin January 1, 2021 and will be completed by June 30, 2022.

Activity	Lead Organization	Timeframe
Gather input from stakeholder groups to inform the program design	RDA	Feb – Jun 2021
Research and identify best practices related to non-police-centered responses.	RDA	Jan – May 2021
Develop Crisis System of Care model of the current state, including identifying gaps in care.	RDA	
Develop SCU Feasibility Report with written recommendations for the SCU program model that includes summary of all stakeholder input, best practice research, detailed description of the ideal model for Berkeley, budget and finance recommendations, recommended pilot model, as well as recommendations for phased and long-term implementation.	RDA	May – Aug 2021
Revise the Berkeley Crisis System of Care Map to include SCU and potential system changes.	RDA (transferring to Berkeley in Jan 2022)	May 2021 – ongoing

EXHIBIT B

PAYMENT

The cost for professional services for the Specialized Care Unit (SCU) Design is \$185,000. The term of the contract is 01/01/2021 – 06/30/2022.

RDA will provide the services described above according to the proposed schedule that may be altered to adapt to emerging needs. A list of all RDA staff positions and their hourly rates are presented below in the event they are called upon to contribute to the project to meet emerging needs.

Position	Hourly Rate
CEO	\$275
Director of Practice and Delivery	\$250
Practice Director	\$225
IT Director	\$200
Senior Project Manager	\$185
Senior Program Associate	\$175
Program Associate	\$150
Research Associate	\$125
Project Support Assistant	\$100

These rates are inclusive of all personnel, fringe benefit, materials, travel, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project. The hours proposed for staff on each task are estimates and will be adjusted during the course of the project, but RDA will not exceed the total budget amount in the contract. We bill on a monthly basis for actual hours worked, up to the project's not-to-exceed amount.

Resource Development Associates will bill the City for each area of professional services outlined in the Budget on a monthly basis until the assignment is completed. With written permission, RDA may utilize funds to subcontract activities for data collection and community engagement.

Payments will be made by the Finance Department in arrears after receipt and acceptance of proper, fully itemized, and correct invoices by the Finance Department.

Submit Invoices to:

Conor Murphy, Assistant Management Analyst
3282 Adeline Street
Berkeley, CA 94704
CoMurphy@cityofberkeley.info

EVIDENCE OF COMPETITIVE SOLICITATION

Project Name: Specialized Care Unit (SCU) Design

Possible Vendor	Contacted Via
Resource Development Associates (RDA)	pbennett@resourcedevelopment.net

The Request for Proposal (RFP) for the Specialized Care Unit (SCU) Design was solicited to the following list of prospective Bidders below.

Prospective Bidders

Evalcorp Research and Consulting

Facente Consulting

Public Consulting Group

Resource Development Associates

Recovery Innovations INC

An RFP evaluation panel, including mobile crisis unit staff, Alameda County staff, Mental Health Commissioners and a mental health consumer, reviewed each RFP and evaluated it using a scoring matrix. From this initial review emerged two top contenders. These final two bidders completed an interview with the evaluation panel where they presented their proposals and responded to questions from the panel. Ultimately, RDA was chosen because of the quality of the presentation and responses to questions, ability to begin work efficiently, and their higher scoring matrix score.

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION Resource Development Associates

ADDRESS 2333 Harrison Street, Oakland, CA 94612

BUSINESS LICENSE # 003113

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)**	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	3	4	2	3			1					1
Professionals	2	15		5				3		2	2	7
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical	3	2	1				1			2	1	
Skilled Craft Workers												
Service/Maintenance												
Other Occupation: Specify*												
Totals	8	21	3	8			2	3		4	3	8

*Specify other occupation: _____

**Specify other ethnicity: Official identifying as other is Black and White; Other staff identifying as other are 2+ races or did not state

Is your business MBE/WBE/DBE certified? No If Yes, by what agency? _____

If Yes, please specify: or ethnic identification: _____

Do you have a policy of non-discrimination? Yes

Signature Patricia M. Bennett Ph.D. Date 11/16/2020

Print/Type Name of Signer Patricia M. Bennett, Ph.D., President & CEO

Verified by _____ Date _____

City of Berkeley Contract Administrator

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

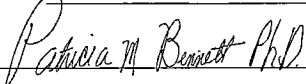
"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Patricia Bennett, PhD Title: President & CEO

Signature:  Date: 11/12/2020

Business Entity: Resource Development Associates, Inc.

Contract Description/Specification No. Berkeley MH Specialized Care Unit Project
Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Resource Development Associates, Inc. (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham, and U-Tsang,**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Patricia Bennett, PhD Title: President & CEO

Signature:  Date: 11/12/2020

Business Entity: Resource Development Associates, Inc.

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract Description/Specification No.: Berkeley MH Specialized Care Unit Project

Attachment D

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Resource Development Associates, Inc. (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12 day of November, 2020, at Oakland, California.

Printed Name: Patricia Bennett, PhD Title: President & CEO

Signed:  Date: 11/12/2020

Business Entity: Resource Development Associates, Inc.

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES NO

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

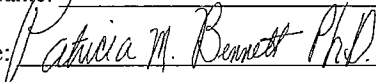
THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein: The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Patricia Bennett, PhD Title: President & CEO

Signature:  Date: 11/12/2020

Business Entity: Resource Development Associates, Inc.

Contract Description/Specification No: Berkeley MH Specialized Care Unit Project

Section III

° ** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ** °

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor

Form EBO-1
CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: Resource Development Associates, Inc.		Vendor No.:	
Address: 2333 Harrison Street	City: Oakland	State: CA	ZIP: 94612
Contact Person: Patricia Bennett, PhD		Telephone: 510-488-4345	
E-mail Address: pbennett@resourcedevelopment.net		Fax No.: 510-735-9064	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?..... Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?..... Yes No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 12 day of November, in the year 2020, at Oakland, CA
(City) (State)

Patricia Bennett, PhD
Name (please print)

Patricia M Bennett PhD
Signature

President & CEO
Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Resource Development Associates, Inc.

Program/Activity Receiving Federal Grant Funding

Berkeley MH Specialized Care Unit Project

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Patricia Bennett, PhD

Title

President & CEO

Signature



Date (mm/dd/yyyy)

11/12/2020

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Resource Development Associates, Inc.

Program/Activity Receiving Federal Grant Funding

Berkeley MH Specialized Care Unit Project

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

2333 Harrison Street, Oakland, CA 94612

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

Name of Authorized Official Patricia Bennett, PhD	Title President & CEO
Signature X <i>Patricia M Bennett PhD</i>	Date 11/12/2020

BUSINESS LIABILITY COVERAGE FORM

Inst Resource Development Associates
Policy # 57SBAID4214
Policy term: 10-1-2020 to 10-1-2021

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Berkeley, its Officers, Agents, Employees and Volunteers

Location(s) Of Covered Operations:

California

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of California, Inc 3697 Mt Diablo Blvd, Ste 100 Lafayette CA 94549-3745		CONTACT NAME: Stefanie Connolly PHONE (A/C, No, Ext): (800) 733-3131 E-MAIL ADDRESS: sconolly@bbnca.com FAX (A/C, No):	
INSURED Resource Development Associate 2333 Harrison St Oakland CA 94612		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd NAIC # 11000 INSURER B: Beazley Insurance Company, Inc. 37540 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20/21

REVISION NUMBER:

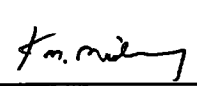
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		57SBAID4214	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBAID4214	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - EA EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
B	Professional Liability & Cyber Liability			V13940200801	10/01/2020	10/01/2021	\$3,000,000 per Occ \$3,000,000 per Occ	\$25,000 retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Berkeley, its officers, agents, employees, and volunteers are named as additional insured as respects to services rendered by the named insured as respects to the general liability, subject to the policy terms, conditions and exclusions and per attached form SS 41 70 06 11. Policy Cancellation Exception: 10 days for non-payment of premium

CERTIFICATE HOLDER**CANCELLATION**

City of Berkeley Mental Health Department 2640 Martin Luther King Way Berkeley CA 94704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brockell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Home Assurance Co. NAIC # 19380	
INSURED ADP TotalSource DE IV, Inc 10200 Sunset Drive Miami, FL 33173 L/C/F Resource Development Associates Inc 2333 Harrison Street Oakland, CA 94612	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 3148200

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
	<input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 027137755 CA	07/01/20	07/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for RESOURCE DEVELOPMENT ASSOCIATES INC., paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Berkeley Mental Health Department 2840 Martin Luther King Way Berkeley, CA 94704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>

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RESOLUTION NO. 69,621-N.S.

CONTRACT: RESOURCE DEVELOPMENT ASSOCIATES FOR SPECIALIZED CARE
UNIT

WHEREAS, on July 14, 2020, the City Council of the City Berkeley passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley that included direction to the City Manager to analyze and develop a pilot program to re-assign non-criminal police service calls to a Specialized Care Unit (SCU); and

WHEREAS, City of Berkeley community members would prefer a 24/7 mental health crisis response system that does not so heavily involve law enforcement; and

WHEREAS, Resource Development Associates will conduct a comprehensive feasibility study, program design and implementation plan for an SCU to respond to public safety calls that do not require presence of law enforcement; and

WHEREAS, Resource Development Associates' services align with the Strategic Plan goal to champion and demonstrate social and racial equity; and

WHEREAS, Resource Development Associates was selected through a competitive Request for Proposals process; and

WHEREAS, funds for the contract with RDA will be appropriated in Annual Appropriations Ordinance Number One and Annual Appropriations Ordinance Number Two.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley:

Section 1. The City Manager or her designee is hereby authorized to execute a contract and any amendments with Resource Development Associates (RDA) for the design of a Specialized Care Unit (SCU) for a total contract limit of \$185,000 for the period beginning January 1, 2021 and ending June 30, 2022.

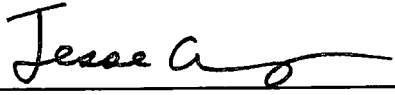
Section 2. A record signature copy of the contract and any amendments between the City and RDA shall be on file in the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on December 1, 2020 by the following vote:


Ayes: Bartlett, Davila, Droste, Hahn, Harrison, Kesarwani, Robinson, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk

RECEIVED
DEC. 24 2020
CITY OF BERKELEY
CITY CLERK DEPARTMENT

RECEIVED
~~DEC 23 2020~~
CITY OF BERKELEY
CITY CLERK DEPARTMENT

Attachment 2

**RESPONSE TO CITY OF BERKELEY POLICE RE-IMAGINING REQUEST FOR PROPOSALS
SUBMITTED BY: THE NATIONAL INSTITUTE OF CRIMINAL JUSTICE REFORM
October 6, 2020**

Contractor Identification

National Institute for Criminal Justice Reform (NICJR)
303 Hegenberger Road, Suite 301
Oakland, CA 94621
Tax ID #81-5269212
David Muhammad, Executive Director
510-746-6111

Client References (see Attachment A)

Price Proposal (separate submission)

Contract Terminations
None.

Schedule (see Attachment B)

Staff (see Attachment C)

Additional Supporting Materials None.

Required Forms (Attachment D)

BACKGROUND

Cities across the country are coming to a shared recognition that despite decades of tweaking around the margins, police departments remain a vehicle for enacting state violence and oppression against Black residents, other people of color, and low-income and marginalized communities. Through the movement for Black lives and other grassroots campaigns, the call to re-envision public safety and justice has resulted in a tipping point—the old punitive and racist paradigm is falling and cities across the country are answering the call to defund police and redirect resources towards a new model of community-centered safety. While this catalyst has been transformational and undeniable, it is also true that policing in the United States has not changed in any significant manner during its nearly 300-year history while the society that it is charged with keeping safe has changed drastically. Any way you look at it, the time for reform is now.

The City of Berkeley (City) has answered this call with a plan to reduce the budget of the Berkeley Police Department (BPD) by 50 percent and develop a model for community centered safety that is anti-racist, prioritizes prevention and trauma informed supports, reflects the smart and effective use of public dollars, and limits the powers and role of police. The City should be applauded for seeking to co-design this new model with those residents and communities that have experienced the greatest harm at the hands of police at the forefront of conversations to re-imagine approaches to policing and public safety.

The City Council (Council) adopted a series of bold and complex measures at its July 14, 2020, meeting which inform the scope of this Request for Proposals and ensuing work. In addition to Council action on that date, there are a number of other initiatives underway, including, not insignificantly, a November ballot initiative that will significantly enhance the powers of the Police Commission. The National Institute for Criminal Justice Reform (NICJR) and its partners, referred to herein as the Project Team, believes that the success of the re-imagining police effort will be dependent in part on the selected vendor's ability to organize, coordinate, and effectively communicate regarding the many components of the body of work that falls under the broad header of police reform in Berkeley. Equally important will be the communication and engagement strategy. Berkeley's unique history of civic engagement – which has been on full display around the police reform movement – requires a particular emphasis on radically transparent and intentionally inclusive community engagement. The Project Team is excited about leading what will be an incredibly dynamic, challenging, and impactful police reform effort right on its “front door”; the Project Team is led by NICJR, whose Executive Director, Mr. David Muhammad, is a Berkeley resident.

NICJR which works to transform the criminal justice system through research, advocacy, and technical assistance and consultation to systems, advocates, and policy makers. NICJR was the author of the Reduce, Improve, and Reinvest model cited in the July 14 Council action as well as the Re-Imagining RFP. NICJR currently serves as a facilitator of the City of Oakland's Reimagining Public Safety Taskforce and is engaged in a similar capacity by the City of Fresno

with respect to its Commission on Police Reform. NICJR has worked with law enforcement agencies and community-based alternatives to policing throughout the country and serves as a consent decree monitor for the Los Angeles County Sheriff's Department. NICJR is the co-Facilitator of the City of Oakland's Reimagining Public Safety Task Force, created by the Oakland City Council to develop recommendations to reduce the police department's budget by 50 percent and reinvest in community services and programs. NICJR is also a consultant on the Fresno Commission on Police Reform.

The Project Team includes a former member of the BART Police Board, a retired lieutenant and Chief of Staff for the City of Oakland Chief of Police, and legal experts in the field of policing and labor relations. As such, the Project Team will bring extensive, current, and relevant experience with policing and police reform to bear on the Berkeley Re-Imagining effort.

SCOPE OF SERVICES

Research and Analysis

I. Analyze emergency and non-emergency calls-for-service for the past three years to determine those calls-for-service that require a response from BPD.

This work will involve the following:

- A. An initial review of one month of CAD system service call data to assess data quality, the underlying data structure and any existing data dictionary or data structure documentation. The results of this initial review will inform the three-year data pull.
- B. A thorough review of three years of CAD system service call data to generate the following analyses:
 - i. Call data by source type: dispatch calls, stops by law enforcement, service requests from other city agencies, and observation/self-generated calls.
 - ii. The development of a call data categorization system: categorization will include non-criminal/criminal, non-violent/violent/non-serious/serious, as well as the priority codes that BPD assigns. One example of the complexity the Project Team has seen in its work with OPD call data relates to ambulance calls. Sometimes ambulances are called for non-criminal reasons, other times they are called to clear the scene of shootings. CAD system data may simply reflect: "ambulance call". The Project Team's extensive experience with CAD data will ensure that this process is undertaken with maximum efficiency.
 - iii. Geo-spatial mapping of call data: to map the geographic incidence of calls by call type.
 - iv. Time of day incident mapping: to map service calls by time of day.
 - v. Time to respond: calculated as the time from the service call to the time when an officer arrives at the call location.
 - vi. Number of responding officers: the number of officers responding to each call.
 - vii. Time to resolve: calculated as the total time from the service call to responding officer resolution.

viii. Trend data: identification of any significant trends in call data over the three-year period.

C. Presentation of the analyses in the form of a memorandum, technical documentation, as well as infographics. Drafts of all formats will be provided to the City prior to formal dissemination. An interactive, publicly data dashboard could also be developed.

D. Development of preliminary best practices/findings to inform future training and policy development regrading call system handling and categorization.

II. Prepare a summary presentation of new and emerging models of community safety and policing.

The Project Team collectively has decades of experience *developing* community safety and policing models.

NICJR has worked with several jurisdictions to develop effective gun violence reduction strategies, including [Oakland](#), Richmond and Stockton, and are developing programs in Portland, Indianapolis, and Washington, DC. In partnership with the innovative violence intervention organization Advance Peace, NICJR has very recently launched a National Network of Offices of Violence Prevention. More than 20 of these non-law enforcement government agencies across the country have joined NICJR's network to build and improve upon a community safety model.

NICJR recently published a compendium of reform efforts in six cities in the country since the killing of George Floyd. [The report](#) reviews the progress these cities are making to transform policing practices.

Over the past two years, NICJR has been working with the City of Oakland and its police department to launch an innovative youth diversion program. Young people arrested for non-violent felonies, instead of being transported to the county juvenile hall for detention or referred to the District Attorney for charging, are instead referred to community led process at the point of arrest. The [Neighborhood Opportunity and Accountability Board](#) (NOAB) began receiving referrals from the Oakland Police Department in April and is now serving 25 youth who meet with a board of community leaders, business owners, faith leaders, formerly incarcerated individuals, and victims of crime. After meeting with the NOAB, a comprehensive Individual Achievement Plan is developed with every youth and family and they are connected to needed community services.

New policing and response models are being considered in cities across the country.

- In Eugene, Ore, Crisis Assistance Helping Out on the Streets ([CAHOOTS](#)) responds to more than 22,000 requests for service annually with its Crisis Intervention Workers; this represents nearly 20 percent of the total public safety call volume for the metropolitan area.

- In Austin, Tx, the [Expanded Mobile Crisis Outreach Team](#) is equipped to respond to 911 calls where callers indicate that a mental health response, not police, is needed.

The Project Team will use its extensive experience in developing community safety models and its examination of new policing models to develop a presentation of new and emerging models of community safety and policing

III. Identify the programs and/or services provided by the BPD that can be provided by other City departments or external third-party entities.

The identification of programs and services currently provided by the BPD that can be provided by other City departments or community-based organizations will in many ways be the heart of the re-imagining work. A foundational premise is that there must be a response to calls for service – BPD activity cannot be replaced by a void. Determining the most appropriate alternatives will be a multi-phase process including at a minimum:

- A. Review of call data analysis to determine the types of calls that would be best handled by a non-police organization. This assessment will focus not just on call type but on relative volume, respective share of BPD workload, and service calls by time of day and geography.
- B. Mapping of all City and community-based organizations already partnering with BPD to respond to service calls. Mapping of all City commissions and boards, City departments, and community-based organizations working to address any of the issues or populations that are identified as being appropriate for an alternative non-police response. At this time the Project Team is aware of numerous entities that fall in this category including the Homeless and Transportation Commissions, the Departments of Mental Health and Public Works, Building Opportunities for Self-Sufficiency (BOSS), the Women’s Daytime Drop-In Center, Dorothy Day House, the Hub, Downtown Streets Team, the Homeless action Center, Youth Spirit Artworks.
- C. Modeling of the Specialized Care Unit (SCU) advanced by the City Council. This effort will be informed by the Project Team’s experience with other jurisdictions’ alternative approaches to handling mental health related service calls, including the MACRO model recently adopted by the City of Oakland.
- D. Designing a new Department of Transportation that, pursuant to action already taken by the Council, will be responsible for handling most traffic law violations, with discretionary stops replaced to the greatest extent possible by non-invasive strategies reliant on engineering, proactive education, and effective transportation planning.
- E. Developing a proposed approach for responding to homeless and encampment related calls. While the SCU will likely be a significant component of this new alternate response, there are other issues that manifest with homeless populations that are best handled by a non-police response.
- F. Engaging Berkeley Unified School District to develop an approach to a non-police based response to school-based incidents that do not rise to the level of violent criminal activity.

Concurrent with this effort, the Project Team's legal partner will be reviewing BPD Memorandum of Understanding and Myers-Miliias-Brown Act implications of any contemplated changes in service delivery or design. Wherever legal barriers are identified the Project Team will strive to identify possible solutions to those challenges, ultimately codifying all legal recommendations in proposed legislation or policy as appropriate.

In addition, the fiscal implications of proposed service delivery changes will be fully identified to include:

- Budget impacts, both revenue and expenditures, to the BPD budget including impacts on specific staffing levels by classification;
- Budget impacts on City Departments that are recommended to absorb programs and/or services previously performed by the BPD, including impacts on specific requisite staffing levels, by classification; and
- Funding needed to support community-based organizations assuming responsibility for any re-allocated services.

Community Engagement Process

As noted above, the Project Team has studied police reform efforts currently underway in a number of cities across the country and is currently leading this work in the cities of Oakland and Fresno. The proposed design of the City of Berkeley's community engagement approach is informed by this experience.

The Project Team specifically proposes the creation of a Reimagining Safety Committee (RSC) comprised as follows:

Reimagining Safety Committee

- Broad oversight responsibility for the re-imagining process
 - Identifies objectives for each sub-committee
 - Develops and approves final recommendations to be submitted to City Council
- Two City Council members, serving as co-chairs
 - One appointee, each remaining member of the City Council
 - One appointee, Mayor
 - The City Manager or her designee
 - One appointee, nominated by BPD
 - One appointee, Police Review Commission
 - One appointee each, other relevant Commissions or bodies (for example the Transportation and Homeless Commissions)
 - Two youth members

The RSC will be convened on a bi-weekly basis throughout the pendency of the contract period and will be responsible for providing general project direction and oversight, input as to the methodology for completion of major deliverables as well as the content of the deliverables themselves, and finalization of recommendations to be submitted to the City Council.

In addition, the Project Team recommends that 4 advisory sub-committees be established:

- **Budget:** this sub-committee will analyze the BPD budget as well as the budgets of other City departments that may assume responsibility for services currently being provided by the BPD. The Project Team recommends that the City Manager appoint a staff person knowledgeable about the City budget to serve on this sub-committee.
- **Legal Impediments and Solutions:** this sub-committee will be responsible for identifying any legal impediments to the types of reforms and call response reallocation responsibilities being contemplated, and for identifying responsive solutions. This sub-committee will be expressly responsible for drafting any legislation to be recommended for consideration by the Council. The Project Team recommends that the City Attorney or her designee serve as a member of this subcommittee.
- **Community Engagement:** this sub-committee will be responsible for developing community engagement priorities and plans, assisting with outreach and publicizing community engagement events, reviewing tools and protocols, and identifying key

results and themes of the overall community engagement process as well as actionable insights and recommendations.

- Alternatives to Policing: this sub-committee will be tasked with fully exploring alternatives to policing to include those initiatives already identified for research and action by the Council (for example the Specialized Care Unit and the Department of Transportation) and others. The sub-committee will be expected to become familiar with existing community-based organization resources in both Berkeley and surrounding areas with the goal of leveraging the existing infrastructure to deliver any functions that are reallocated from the police. The Project Team recommends that the City Manager appoint a person knowledgeable about City departments responsible for mental health, homeless, and/or transportation services to serve on this sub-committee.

There would be an open community application process to populate these advisory committees, which should be between 10 to 15 members each. RSC co-chairs would be responsible for final member selection. The Project Team will provide staff support to and facilitate the RSC and each of its sub-committees.

It is anticipated that the RSC and its sub-committees will be established within the first 30 days of the contract period. During that period the Project Team would develop a draft Community Engagement Plan for the Community Engagement subcommittee so subsequently review at its first meeting. The deliverable from this effort will be a formal *Community Engagement Plan: a plan for community engagement, which will outline a workplan, timeline, roles, participant format, outreach strategy, venue and facilitators for each of the planned activities*. The plan will be a concise, working document that will guide each step of community input. The Project Team is poised to leverage our many years of experience in generating meaningful community participation in community change initiatives. Our Team is proficient in engaging and soliciting input from key target communities— including African American and other communities of color, community-based organizations, faith-based organizations, local businesses, public agencies, elected officials, youth, and seniors/elders. We will leverage our Project Team partners who have expansive reach with Berkeley’s faith-based and Black communities, the City’s relationships with community-based organizations to ensure meaningful and extensive representation by those most impacted by BPD. In addition, we will take advantage of neighborhood group platforms like NextDoor, as well as groups that each Council member is aware of in their respective districts to ensure that all residents have ample opportunity to have their voices heard.

Without presupposing the outcome of that planning process and the final Community Engagement Plan, at this juncture the Project Team proposes to conduct a comprehensive and inclusive community engagement process that will achieve the following goals:

Best Practices in Community Engagement

- Outreach and community engagement plan
 - Multiple forums and formats
 - Online forums- webinars, online surveys, social media
 - Leveraging community partners and organizers to reach diverse residents
 - Training community partners in facilitation
 - Match facilitator to target audience where possible
 - Recording to capture youth and resident voice
 - Community education workshops
- Center the experiences, preferences, expertise and recommendations of Black residents and communities, the group most harmed by police violence
 - Engage Black led and grassroots organizations in the community input and re-design process
 - Engage community-based organizations that are likely to be part of a new infrastructure for handling calls for service
 - Educate Berkeley residents and stakeholders about the history of police, racism in American policing, the impetus to defund the police, and the process the City will use to design a community-centered approach to public safety
 - Provide a diversity of formats for Berkeley residents, businesses, and other stakeholders to participate in and make meaningful contributions to the development of a plan for community-centered safety

The following types of strategies will be used to achieve these goals:

- Citywide and community-specific surveys
- Input forums/design sessions
 - geographically specific (district);
 - community specific (for example, Black residents)
 - sector specific (for example, business owners, faith-based organizations, community-based organizations)
- Town halls
 - This format would primarily be used for review and feedback of the final draft report

Cities looking to re-envision policing and develop alternative approaches in partnership with impacted communities face a number of barriers to the effective engagement of residents in a design process. Oftentimes residents do not know how their input will be used, are unclear about the decision-making process, and/or do not see their input reflected in the end result. The failure to close the feedback loop coupled with a history of racist government policies creates a healthy level of skepticism when it comes to trusting that government agencies will make substantive changes as a result of community input. Public agencies reflect a predominately white perspective and culture in their approach to seeking input, relying primarily on a town hall/public comment format. Town halls tend to attract a primarily older, white audience and as a result, public systems miss out on the expertise, experiences, and perspectives of people who are most impacted by the overuse and misuse of police. To mitigate

these barriers, we will create a diversity of formats for residents to participate in, work with the City and Project Team partners who are Berkeley-based community-based organizations to identify the design decisions that residents will have a chance to influence in advance of facilitating community input, and provide residents with the information they need to understand Berkeley's process and impetus for creating an alternative vision of community-centered safety. The Project Team will adopt an approach that:

- Creates separate spaces for impacted communities to share their perspectives, experiences and recommendations
- Focuses community engagement on getting feedback on key components of the new model for community safety
- Creates space to acknowledge and repair harm done by police to Berkeley residents
- Embraces radical transparency when it comes to communicating how decisions will be made.

Importantly, the proposed budget includes stipends for participation in the RSC, its sub-committees, and community input sessions. These stipends will be critical to the participation of marginalized communities who lack confidence in the utility of their participation or the process itself. Stipends will be given to community organizations that specialize in working with the Black community, youth, and the homeless to distribute to their constituents. The Project Team will also provide stipends directly to individuals in the form of gift cards who participate in listening sessions, surveys, and other community meetings.

Communications Strategy

The Project Team will engage in a robust communications effort designed to:

- **Increase awareness** about the re-imagining effort in Berkeley so that the community is generally aware of and informed about the status of the work.
- **Increase engagement** by residents and community stakeholders in the formation of the plan. We seek to generate high levels of participation in focus groups, input sessions, and other chosen formats for community input.
- **Provide access** to the broadest possible audience by reducing barriers to communication and engaging in accessible, inclusive communication.
- **Embrace radical transparency** by making information about Re-Imagining Police in Berkeley available to all—especially when communicating how decisions will be made. We recommend giving Berkeley residents and stakeholders access to all of the materials that inform the decision-making process, as well as making all RSC and sub-committee meetings public.
- **Build and reinforce trust and credibility** by providing honest, respectful communications necessary for maintaining ongoing dialogue with key target communities and ongoing engagement of Berkeley residents and stakeholders. Critical to building trust is creating separate spaces for impacted communities to share their perspectives and recommendations.
- **Ensure consistent messaging** with respect to the work of the RSC and its sub-committees and the Project Team, as well as, to the extent possible, other parallel

police reform-related efforts underway in Berkeley (such as the City Auditor's 911 call analysis, Police Commission reform, etc).

The Project Team's work will be informed by the following guiding principles:

- *Clear & Direct* – We will strive to use direct and straightforward language, keep messages free of jargon, explain acronyms or technical terms, and provide background information to ensure all of our communications are understandable and accessible to the widest possible audience.
- *Proactive & Timely* – Whenever possible, we will communicate relevant information and issues as they come to light, ensuring the most accurate and complete information is available to the community.
- *Transparent* – We will be open in communicating our process and progress to all community members, especially focusing on sharing decision making processes with our key target communities.
- *Listening & Learning* – We embrace the two-way nature of communication and will actively provide opportunities for community members to ask questions, gain clarity, and share feedback on the process.

The three primary vehicles for regular communication will be a dedicated project website, e-newsletters, and social media. The website will be robust and comprehensive and will be updated on a daily basis. Options for signing up to receive the project newsletter and/or meeting notifications will be available on the website; the Project Team will recommend locations for similar options on the City's website as well. The newsletter will be proactively distributed via a number of channels including Council distribution lists, Berkeley-based Project Team partner distribution lists, and any other distribution lists maintained by the City.

- **Website.** The website will provide comprehensive information about Re-Imagining Police in Berkeley, including links to all communication channels and opportunities to participate in co-designing a model for community safety specific to Berkeley.
- **E-Newsletter.** An e-newsletter will be sent every 2-3 weeks (with the ability to opt out) to all community members participating in targeted feedback, any community stakeholders involved in engaging key target audiences, City Council members, City leadership and employees, and any interested Berkeley residents and stakeholders who sign up for it through the website. The purpose of this newsletter is to directly share updates on the process with our most engaged audiences: what we're doing and how we're doing it, what we're learning, what we're inspired by, what we're thankful for, and what's coming up in the near future.
- **Social media.** Social media is widely used, including by people in communities most highly impacted by police violence: people who are Black, LGBTQ, homeless, low-income, people of color, and members of other marginalized groups. We can use social media to elevate the voices of these community members, as well as engage them to

participate in targeted input forums and brief surveys testing language and other topics that arise in the targeted input forums.

In addition, the Project Team is aware of Berkeleyside's active role in the Berkeley community and recommends proactively and routinely engaging with the media outlet.

Lastly, in an effort to ensure that the elderly, people who do not have access to the internet, or people without the computer literacy skills to navigate social media are not left out, the Project Team will develop a limited phone tree and direct mail approach. In addition, the Project Team will leverage existing community networks and already scheduled in-person events to facilitate some level of communication with hard-to-reach groups.

The Project Team's proposed communication strategy is summarized in the table on the following page.

Communication Goal	Communication Tool	Audience/ Participants	Frequency	Evaluation Methods
Launch	Press release with link to website	Primary audiences, local media	Once at the beginning of the process	Number of media outlets that pick up the release
Increase awareness and understanding of the effort, provide avenues for community engagement and participation	Website	All	Updates and documents added as they become available	Ongoing feedback from the community through direct communication channels (e.g., social media, digital or in-person sessions, etc.)
Directly share updates on the progress and process	Email newsletter	Community members who have provided targeted or broad input, City Council, City leadership and employees, stakeholders participating in engagement activities, any community member who signs up on the website	Every 2 weeks	Analytics: - Open rates - Click through rates
Share announcements and updates, opportunities to engage, relevant news and research, and provide timely responses to community questions	Social Media (Twitter, Facebook, Instagram)	All audiences People in key targeted communities	General posts: 2–5 times weekly Targeted engagements: as planned	Analytics: - # of followers - # following - weekly mentions (avg) - weekly shares/ retweets (avg) - weekly likes (avg)

Report and Implementation Plan

The Project Team will prepare a comprehensive Report and Implementation Plan that includes:

- An executive summary that outlines the process, key findings and recommendations, and path to implementation.
- A summary of research and analysis performed as part of this assignment including the review of emergency and non-emergency calls-for-service and new and emerging models of community safety and policing.
- A summary of the results of the community engagement process.
- Detailed recommendations for Re-Imagining policing in the City of Berkeley.
- An implementation approach that includes recommended short-, medium-, and long-term steps as well as the associated funding mechanisms to achieve.
- Any recommended legislative, policy, or MOU changes needed to effectuate recommendations.

The Project Team understands the City's desire for a stand-alone Implementation Plan and for draft versions of the Report and Implementation Plan to be available and circulated for review and comment prior to finalization. In addition, two community town halls will be held to solicit broad community input prior to finalizing the Report and Implementation Plan for submission to the City Council.

Client References

Person's Name	Reygan Cunningham
Title	Ceasefire Director
Organization	City of Oakland
Address	825 Washington Street, Suite 200, Oakland, CA
Telephone Number	510-326-8711 – Email: reygan@thecapartnership.org
Projects	NICJR provides technical assistance, consultation and training to the City of Oakland's Ceasefire Gun Violence Reduction Strategy

Person's Name	Nike Greene
Title	Director
Organization	City of Portland Office of Youth Violence Prevention
Address	449 NE Emerson St.; Portland, OR 97211
Telephone Number	(503) 823-4180 – Email: nike.greene@portlandoregon.gov
Projects	NICJR provides technical assistance, consultation, and training to the OYVP and its partners in the development of a violence reduction strategy. NICJR also conducted a detailed analysis of the Cost of Gun Violence for the City of Portland

Person's Name	Jason Mitchell
Title	Assistant City Administrator
Organization	City of Oakland – City Administrator's Office
Address	1 Frank H Ogawa Plaza 3rd Floor Oakland, CA 94612
Telephone Number	(510) 238-6840 JWMitchell@oaklandca.gov
Projects	Reimagining Public Safety Task Force

PROJECT SCHEDULE

Date	Week	Activity	Project Team Member/s
11/23-30	1	Project kickoff meeting with City to finalize overall Project Plan Launch Reimagining Safety Committee (RSC) and subcommittee application	NICJR
12/1-12/8	2	Launch project website Secure CAD data and send to contractor for analysis Send E-Newsletter	NICJR AG NICJR
11/23-12/14	1-3	Draft Community Engagement Plan and begin recruitment for participation RSC and subcommittee application review	BRG PICO/Faith in Action McGee BYA NICJR NICJR
12/14-12/21	4-5	RSC and subcommittee selection First meeting of RSC and subcommittees Review results of 30-day CAD review Send E-Newsletter	NICJR NICJR BRG Renee Public Law Group The Justice Collaboratory AG NICJR NICJR
12/21-1/11	5-8	Community engagement: initial community input sessions Initiate 3-year data review	BRG PICO/Faith in Action McGee BYA AG

PROJECT SCHEDULE

		<p>Launch community survey/s</p> <p>Complete summary and presentation of new and emerging models of community safety and policing and samples of model legislation</p> <p>RSC and subcommittee meetings</p> <p>Send E-Newsletter (2)</p>	<p>BRG</p> <p>NICJR</p> <p>NICJR</p> <p>BRG</p> <p>Renee Public Law Group</p> <p>The Justice Collaboratory</p> <p>NICJR</p>
1/11-18	9-10	<p>Community engagement: community input sessions; survey</p> <p>RSC and subcommittee meetings</p>	<p>BRG</p> <p>PICO/Faith in Action</p> <p>McGee</p> <p>BYA</p> <p>NICJR</p> <p>BRG</p> <p>Renee Public Law Group</p> <p>The Justice Collaboratory</p>
1/18-2/1	10-12	<p>Review 3-year call data analysis and generate preliminary findings, report, and presentation</p> <p>Complete report summarizing community engagement results</p> <p>RSC and subcommittee meetings</p>	<p>NICJR</p> <p>BRG</p> <p>NICJR?</p> <p>NICJR</p> <p>BRG</p> <p>Renee Public Law Group</p> <p>The Justice Collaboratory</p>

PROJECT SCHEDULE

		<p>Presentations to City Council</p> <p>Send E-Newsletter</p> <p>Finalize 3-year data analysis</p>	<p>NICJR BRG</p> <p>NICJR</p> <p>AG</p>
2/1-2/8		<p>RSC and subcommittee meetings</p> <p>Complete preliminary recommendations regarding reallocation of BPD work and related labor relations and fiscal analyses</p>	<p>NICJR BRG Renee Public Law Group The Justice Collaboratory</p> <p>NICJR Renee Public Law Group The Justice Collaboratory</p>
2/8-2/15			
		Send E-Newsletter	NICJR
2/15-2/22		<p>RSC and subcommittee meetings</p> <p>Send E-Newsletter</p>	<p>NICJR Renee Public Law Group The Justice Collaboratory</p> <p>NICJR</p>
2/15-3/12		<p>Complete draft Administrative Report and Implementation Plan</p> <p>Circulate for internal City review and comment</p>	<p>NICJR Renee Public Law Group BRG NICJR NICJR</p>

PROJECT SCHEDULE

		Publicly disseminate Report and Implementation Plan	NICJR
		Hold two community town halls to solicit feedback	BRG PICO/Faith in Action McGee BYA
		Finalize Report and Implementation Plan	NICJR
		Present to Council Committees and full City Council	NICJR

NICJR Staff



DAVID MUHAMMAD, Executive Director, NICJR

David Muhammad is a leader in the fields of criminal justice, violence prevention, and youth development. Mr. Muhammad is the Executive Director of the National Institute for Criminal Justice Reform (NICJR).

David Muhammad has worked to implement positive youth development into youth justice systems around the country and was the primary author of NICJR's seminal report – A Positive Youth Justice System (<https://nicjr.org/pyjs/>). For three years, David was extensively involved in developing a detailed reform plan for the Los Angeles County Probation Department, the largest probation department in the country. He also served as the technical assistance provider for the Sierra Health Foundation's Positive Youth Justice Initiative, providing training and consulting to several California probation departments. NICJR is currently serving as a technical assistance provider to the City and County of San Francisco, working to reform its juvenile justice system and close its juvenile detention center.

Through NICJR, David provides leadership and technical assistance to the Ceasefire Gun Violence Reduction Strategy in the cities of Oakland and Stockton, California; Portland, Oregon; and Indianapolis. David helped lead a partnership of organizations and technical assistance providers that achieved a 50% reduction in shootings and homicides in Oakland. David was the main author of NICJR's report on Oakland's Successful Gun Violence Reduction Strategy. (<https://nicjr.org/wp-content/uploads/2018/02/Oakland%E2%80%99s-Successful-Gun-Violence-Reduction-Strategy-NICJR-Jan-2018.pdf>).

Mr. Muhammad has been the federal court appointed monitor overseeing reforms in the Illinois juvenile justice system in the *MH v. Monreal* Consent Decree. Mr. Muhammad is also the federal monitor in the Morales Settlement Agreement, which requires the Illinois Parole Review Board and the Illinois Department of Corrections to reform its parole system. David is also a member of the Antelope Valley Monitoring Team which is charged with monitoring the Los Angeles Sheriff's Department's implementation of a federal Settlement Agreement.

The former Chief Probation Officer of the Alameda County (California) Probation Department, David was responsible for overseeing 20,000 people on probation, a staff of 600, and a \$90 million budget. In 2010, David was named the Deputy Commissioner of the Department of Probation in New York City, the second largest Probation Department in the country, where he was responsible for overseeing 35,000 people on probation and a staff of 900.

David served as the Chief of Committed Services for Washington, DC's, Department of Youth Rehabilitation Services (DYRS). His responsibilities at DYRS included 300 staff, a \$42 million annual budget, a juvenile institution, and 900 youth committed to his department's care.

In 2013, Mr. Muhammad was the first Executive Director of the Anti-Recidivism Coalition

(ARC) in Los Angeles. ARC has grown to become one of the largest and most prominent service providers and policy advocacy organizations for the formerly incarcerated in California.

While Executive Director of The Mentoring Center in Oakland, Ca., David was contracted by the City of Richmond, CA to help design the Office of Neighborhood Safety, which has since been credited for bringing significant reductions in violence to the city.

As a graduate of Howard University’s School of Communications, David also has an extensive journalism career. David also completed a course on “Systems Dynamics for Senior Managers” at the MIT Sloan School of Management in Cambridge, MA. In August of 2008, David completed a certificate program on Juvenile Justice Multi-System Integration at the Georgetown Public Policy Institute.



AMAN SEBAHTU, Operations Director, NICJR

Aman Sebahtu is NICJR’s Operations Director. Aman is an attorney, technical assistance provider, facilitator, and researcher in the fields of criminal justice reform, violence prevention, and youth and community development. At NICJR, Aman serves on the federal monitoring team overseeing reforms in the Illinois Department of Corrections, manages the Young Adult Professionals of Color Fellowship, and works with the Executive Director in the development of the Neighborhood

Opportunity and Accountability Board.

Before joining NICJR, Aman was the Community Violence Prevention Program Manager at the National Council on Crime and Delinquency (NCCD), where he led the organization’s violence prevention and criminal justice reform projects. Aman continues his work on the team of monitors overseeing the Settlement Agreement between the U.S. Department of Justice and the Los Angeles County Sherriff’s Department and leads the evaluation of Sierra Health Foundation’s Positive Youth Justice Initiative.

Prior to joining NCCD, Aman was a Site Manager at the W. Haywood Burns Institute, providing technical assistance, training, and meeting facilitation to system and community stakeholders in their efforts to reduce racial disparities in youth and adult criminal justice systems across the country.

An Oakland native, Aman serves on the boards of the Brotherhood of the Elders Network and The Mentoring Center. He is also an appointed member of the Bay Area Rapid Transit (BART) Police Review Board and the City of Oakland’s Blue Ribbon Commission on Violence Prevention.

Mr. Sebahtu has a B.A. in Sociology and African American Studies from Emory University and a J.D. from the University of San Francisco School of Law. He is licensed to practice law in the state of California.



CHERYL BONACCI, Communications Coordinator, NICJR

Cheryl is a compassionate consultant with eighteen years of experience supporting marginalized populations along with the systems and communities evolving to change the narrative on how we see and treat them. Serving as a Catholic Chaplain for the Los Angeles Archdiocese Office of Restorative Justice for sixteen years, she developed a deep compassion for our most marginalized children navigating the juvenile and adult criminal justice systems.

As a founding executive at The Anti-Recidivism Coalition (ARC) Cheryl collaborated to developed the unique approach to reentry services that sets ARC apart in building the foundation of the Member Services, Housing, Programming and Communications and Community Relations departments. Cheryl has the distinctive ability to engage in action driven dialogues across government and community forums, changing the narrative on how we see and support our reentry population while working to remove barriers to employment, education and housing. Her strong alliance with adult and juvenile corrections and judicial representatives, Los Angeles County Supervisors, and a wide range of community and faith-based organizations is a testament to her ability to understand the issues from all angles and work cohesively toward solutions. Her partnership as co-founder of Creative Acts is an opportunity to continue the collaborations and impactful programming development that have helped position Cheryl as a respected leader in the field of social justice reform.



CAIT AHEARN, Development Coordinator, NICJR

Cait Ahearn has over 10 years of experience working in the nonprofit and philanthropic sectors in various development, communications, and operations roles. She currently works as an independent consultant providing development and strategy support to nonprofit organizations working in the criminal justice and violence prevention fields.

Most recently, Cait served as the Development Director of the Anti-Recidivism Coalition (ARC), a nonprofit organization that provides reentry services and support to formerly incarcerated individuals and advocates for fairer criminal justice policies throughout California. In this role, she created and oversaw fund development strategies, securing significant private and public funds to support the organization's expansion. She also oversaw the growth and strengthening of the organization's development, operations, and finance teams.

Before joining ARC, Cait served on the Satellite Office Team at Rockefeller Philanthropy Advisors (RPA), a nonprofit organization that provides research and counsel on charitable giving, develops philanthropic programs and offers program, administrative and management services for individual donors, foundations and charitable trusts. A native of the east coast, Cait previously worked as a Programs Associate in the Award Programs department at the Damon Runyon Cancer Research Foundation in New York City.

Cait serves on the Board of Directors of Healing Dialogue and Action, a California-based nonprofit organization that works to create healing with crime survivors, individuals who have experienced incarceration, and communities impacted by violence.

Cait graduated from Fordham University in 2008 with a Bachelor of Arts degree in Philosophy.



ALLEN VALENZUELA, NOAB Program Coordinator, NICJR

Allen Valenzuela serves as Program Coordinator for NICJR’s Neighborhood Opportunity and Accountability Board (NOAB) youth diversion initiative in Oakland. Allen has more than eight years of experience working in youth development and case management.

Prior to joining NICJR, Allen served as the Community Liaison for Lincoln Child Center, where he provided mentoring, case management, and court advocacy for foster youth and youth on probation. In this role, he connected youth to community-based programs and supported them in navigating various systems, including the juvenile justice system, housing, and healthcare.

He previously served as a Life Coach for Community & Youth Outreach (CYO), where he provided intensive case management services for justice-involved youth through a partnership between CYO and Oakland Unified School District alternative schools. Allen also worked as a Program Coordinator for Youth Radio, where he provided instruction to system-involved youth on basic technical media skills and workforce development, including working with incarcerated youth at Alameda County’s Camp Wilmont Sweeney and the Juvenile Justice Center (JJC). Allen currently serves as a Volunteer in Probation for the Alameda County Probation Department where he continues to provide support and mentorship to youth in the JJC.

Community Engagement Contractors



BRIGHTSTAR OHLSON, Founder, Principal, and CEO, Bright Research Group

Brightstar has provided research and capacity building services to public sector agencies and non-profit organizations for nearly 20 years. A bilingual/bi-cultural English/Spanish speaker, Brightstar specializes in multi-method evaluation and qualitative research methods, offering clients expertise in public safety, violence prevention, community health, and behavioral health. Under her leadership, Bright Research Group executes dozens of projects annually that are focused on advancing racial and social equity for low income communities of color. For five years she evaluated the Oakland Police Department’s Community Policing investment and has provided evaluation and capacity building consultation to Oakland Unite’s violence prevention programs since 2009. She is currently leading an evaluation of the San Joaquin County District Attorney’s Office, Project Navigate Constructive Change, a pre-sentencing diversionary project and designing a fellowship for people impacted by the criminal justice system to contribute the redesign of justice systems in San Francisco. Brightstar holds a Master’s in Education from the University of New Haven and a Bachelor’s degree in Anthropology from Yale University.

AREAS OF EXPERTISE

- Developmental and outcome evaluation
- Program/project Design
- Coaching and technical assistance
- Strategic planning
- Facilitation of community and stakeholder input
- Qualitative research
- Policy analysis and best practice research

PROFESSIONAL EXPERIENCE

Bright Research Group, CEO & Principal, 2010-Present

Sample Clients & Projects	Role & Activities
San Joaquin County District Attorney's Office (2020-present)	Program design, process, and outcome evaluations for Project Navigate Constructive Change-presentencing diversion program
Akonadi Foundation (2020)	Retrospective evaluation of the Arc Toward Justice and Beloved Community Fund investment strategies
The California Endowment Sons & Brother's Investment (2019-present)	Retrospective evaluation of 10-year investment strategy focused on boys and men of color
City & County of San Francisco: DCYF (2019-2020)	Facilitation of community input: Facilitated 11 town halls in each supervisorial district and summarized findings
Rosenberg Foundation Leading Edge Fellowship (2018)	Evaluation of the Leading Edge Fellowship
Alameda County Health Care Services Care Connect (2017-present)	Principal of Research and Dissemination Unit for County's Whole Person Care Pilot; designed and implemented AC Care Connect Family and Consumer Fellowship-a leadership and professional development experience: https://www.careconnectfellowship.com/fellowship

Sample Clients & Projects	Role & Activities
Alameda Health System Health Advocates (2016- 2017)	Evaluation of hospital-based program to address SDOH among Medi-Cal patients
California Health Care Foundation (2016- 2017)	Evaluation of Bilingual Health Guides
Educate78 (2016-2017)	Community focus groups with black, Latino and Vietnamese families and parents in Oakland, reaching over 100 parents around school enrollment process
Alliance for Girls (2016)	Landscape scan and community needs assessment of black and Latina girls experiences in OUSD and Oakland. Focus groups and townhalls with over 100 girls
City of Berkeley Department of Public Health (2015)	Community engagement for Priority Setting Initiative & Public Health accreditation to address health inequities
Atlantic Philanthropies: Elev8 Oakland (2012-2015)	Lead evaluator for multi-site community schools project focused on access to health care and social services
Alameda County Health Care Services Agency: Strategy & Evaluation (2014- present)	Evaluator for Connecting Kids to Coverage and School-Based Behavioral Health Initiatives
City of Oakland: Oakland Fund for Children & Youth (2011-2012; 2014-2015)	Facilitation of community input and retreat for strategic planning in 2011-2012; Led strategic plan development for FY 2016-2019
Alameda County Behavioral Health: Early Connections (2011- 2016)	Lead evaluator and facilitator of stakeholder input
City of Oakland Police Department (with RDA): Community Policing (2008- 2015)	Evaluation of community policing strategy; resident survey; ride-alongs, interviews, and survey of police officers

OTHER PROFESSIONAL EXPERIENCE

Gibson & Associates, Director of Community, Research & Evaluation, 2005-2011

Managed research and evaluation division. Lead consultant on wide range of public health, education, youth development, and public safety projects in the Bay Area, including the design and implementation of community input, proposal development for federal and state grants, qualitative and quantitative data collection protocol design, and data analysis for over 15 public and foundation clients. Sample projects include facilitation and consensus-making to develop a new governance structure for SEIU Local 1021; developing a strategic plan for OFCY; and Mental Health Services Act planning for San Mateo County.

University of California San Francisco, Project Director, 2000-2004

Coordinated five year, federally funded NIH grant on adolescent health and relationships at University of California, San Francisco. Secured research sites in Oakland, conducted qualitative interviews in English and in Spanish, analyzed data, trained coders, and prepared articles for publication. Also conducted qualitative interviews for research study on maternal caregiving in English and Spanish.



KRISTINA BEDROSSIAN, Managing Director, Bright Research Group

Kristina oversees the execution of BRG’s portfolio of research, evaluation and capacity building projects. Her areas of methodological expertise include program strategy and initiative design, mixed method evaluation, coaching and technical assistance, policy analysis, and program design. She provides strategic direction on the design and execution of research and evaluation projects, managing client relationships, budgets, and workplans to ensure project quality.

Her subject matter expertise includes access to health care and behavioral health for system-impacted populations, homeless health and outreach strategies, and violence prevention and intervention. Kristina holds a Bachelor’s degree in Social Welfare from UC Berkeley and a Master’s degree in public policy from the University of California, Los Angeles.

AREAS OF EXPERTISE

- Evaluation
- Data analysis and visualization
- Technical assistance
- Policy research and analysis
- Program design
- Survey development and outreach
- Focus groups, interviews, and observations
- Strategic Planning

PROFESSIONAL EXPERIENCE

Bright Research Group Managing Director, March 2016- Present

Senior Program Manager, Jan 2014 – February 2016

Senior Consultant, Feb 2013 – Dec 2013

Sample Clients & Projects	Role & Activities
The California Endowment Sons & Brother’s Investment (2019-present)	Retrospective evaluation of 10-year investment strategy focused on boys and men of color
Alameda County Health Care Services Care Connect (2017-Present)	Evaluation, research, multi-site scan of Whole Person Care Project to reduce disparities and improve outcomes
Alameda Health System Health Advocates (2016-2018)	Evaluation of hospital-based program to address SDOH among Medi-Cal patients
San Mateo County Behavioral Health Department: Alcohol & Other Drugs (2016- 2018)	Developmental evaluation of capacity-building support for partnerships
Housing and Economic Rights Advocates (HERA) Evaluation (2016 – 2017)	Evaluation of legal services, including analysis of client data, qualitative research, and evaluation of policy and capacity-building strategies
California Health Care Foundation (2016)	Evaluation of Bilingual Health Guide
The San Francisco Foundation: Bay Area Codes Cohort Evaluation (2015- present)	Evaluation of cohort of 7 grantees delivering coding and tech education and employment opportunities to youth

Sample Clients & Projects	Role & Activities
Alameda County Health Care Services Agency: Strategy & Evaluation (2014- present)	Evaluator for the Center for Healthy Schools & Communities school and community based efforts to expand health care access and utilization. Developed comprehensive Center Wide Evaluation approach and data use plan. Provided strategic guidance and coaching on school health initiatives across 14 school districts and community sites.
San Francisco Public Health Department: Tobacco Free Project (2014- present)	Process and outcomes evaluation
Oakland Unified School District: Wellness & Technical Assistance (2014- 2016)	Process evaluation including CHKS data analysis; Health Education research project
City of Oakland: Oakland Fund for Children & Youth (2014-2015)	Strategic plan development for FY 2016-2019, community and stakeholder engagement
Covered California (with Richard Heath & Associates) (2012-2014)	Program planning, implementation, evaluation, and policy research for Outreach & Education, In-Person Assistance, Navigator Programs

OTHER PROFESSIONAL EXPERIENCE

California Reinvestment Coalition, Media & Development Manager, Aug 2010 – Feb 2013

Managed 80% of organization’s revenue stream through maintaining and growing institutional support with 15 foundation supporters. Communicated and tracked program deliverables and budgets with staff, management, and funders to ensure goals are met in compliance with program standards and timelines. Managed all earned media outreach; developed, edited, and published content for the organizational website, publications, and other marketing collateral.

Community Redevelopment Agency, City of Los Angeles, Policy Intern, Jun 2009 – Jul 2010

Collected and analyzed data and conducted best practice reviews to design program proposals in new agency department. Designed procedures to monitor project compliance with new regulations. Led department’s strategic planning process, including updating 40 agency policies by convening agency staff and holding focus groups to identify outdated and/or needed policy recommendations. Composed memoranda and conducted briefings for community and government partners.



VANETTA THOMAS, Senior Research Associate, Bright Research Group

Vanetta possesses expertise in qualitative and quantitative methods and conducts evaluations of community health, policy change, and positive youth development programming for youth of color. She is currently co-leading an inquiry on alternatives to police in schools for the Alameda County Health Care Services Agency’s Center for Healthy Schools & Communities. She has facilitated community input for projects in Alameda and San Francisco counties and trained community-based organizations in participatory action research. Vanetta holds a Master’s degree in Public Health from Emory University and a Bachelor’s degree in Neuroscience and Behavioral Biology from Emory University.

AREAS OF EXPERTISE

- Health equity analysis
- Quantitative and qualitative research methods
- Data analysis and visualization
- Survey development and outreach
- Focus groups, interviews, and observations
- Community coalition and capacity building
- Public health and health education

PROFESSIONAL EXPERIENCE

Bright Research Group Senior Research Associate (May 2019-Present)

Research Associate (Dec 2017-May 2019)

Sample Clients & Projects	Role & Activities
San Francisco Public Health Department: Tobacco Free Project (2018- present)	Process and outcome evaluation of policy and social norm changes around health equity and tobacco; training of partners on data use and community based participatory action research; coaching and capacity building to community partners
Alameda County Tobacco Control Project (2018- present)	Process and outcomes evaluation; community based participatory research and capacity building; and project planning support.
Alameda Health System: HealthPATH (2018- present)	Evaluator of health system career development pipeline programs to increase representation of youth of color in the health professions.
Alameda County Health Care Services Agency: Strategy & Evaluation (2018- present)	Evaluator for the Center for Healthy Schools & Communities school and community based efforts to expand health care access and utilization.
Alameda County Health Care Services Care Connect (2018-Present)	Evaluator for Alameda County's Whole Person Care project. Assisted with the implementation of Year 1 of the AC Care Connect Family and Consumer Fellowship.

Sample Clients & Projects	Role & Activities
The San Francisco Foundation: Bay Area Codes Cohort Evaluation (2018- present)	Evaluation of cohort of 7 grantees delivering tech education, life skills development, and employment opportunities to youth.
San Mateo County Behavioral Health Department: Alcohol & Other Drugs (2018)	Evaluation of capacity building support and TA to community groups; health equity analyses; evaluation of community-led coalition and policy change work to reduce access to tobacco, marijuana and alcohol
Alameda Health System (2017-18)	Evaluator of hospital based program to reduce social determinants of health and address comprehensive non-medical needs of patients.

OTHER PROFESSIONAL EXPERIENCE

CAMI Health, Public Health Institute (August 2015 – September 2017), Research Associate, Sacramento, CA

Assisted in project activities including developing abstracts and presenting and at conferences, coordinating in-person and virtual meetings of stakeholders, organizing webinars, and aid in drafting of technical resources, project reports, and outreach materials. Synthesized end-user research regarding anti-retroviral based, biomedical HIV prevention. Managed relationships and projects of CAMI Health in-country taskforce coordinators. Conducted an outcome evaluation of CAMI Health's progress from 2009-2015 and monitored the status of all CAMI health projects

Rwanda Zambia HIV Research Group (May 2014 – May 2015), Graduate Research Assistant, Atlanta, GA/Lusaka and Ndola, Zambia

Designed and implemented a mixed-methods research project to better understand and improve upon uptake of long acting reversible contraceptives. Communicated effectively with study staff to update databases patient clinic visits, edited, and submitted technical reports and reconciled entry issues with clinic nurses. Created a telephone questionnaire to assess if clinic staff were following protocol. Improved effectiveness of peer-to-peer referral services with the addition of uniforms and changes to recruitment materials.

AFYIA Project (May 2014 – April 2015), Health Educator – Atlanta, GA

Recruited African American women between 18-25 years old to participate in a sexual health intervention to decrease their risks of contracting sexually transmitted diseases. Facilitated and tailored monthly workshops for study participants to increase their sexual health knowledge and risk reduction skills.

Urban Health Initiative (UHI) – (August 2014 – December 2014), Consultant (Coursework), Atlanta, GA

Conducted key informant interviews with community members to assess their knowledge, attitudes, and perceptions regarding needs of children who live in their community. Analyzed quantitative data using SAS to obtain descriptive statistics about the community. Submitted a community needs assessment report of findings and provided recommendations for stakeholder to achieve its organization's goals.



ALICE HU-NGUYEN, Senior Research Associate, Bright Research Group

Alice has seven years of experience with program evaluation in community health. She is dedicated to health and racial equity through community-led policy and system's change. She has worked in the public and non-profit sectors mainly in the Bay Area—most recently at the San Francisco Department of Public Health. She is currently co-leading an inquiry on alternatives to police in schools for the Alameda County Health Care Services Agency's Center for Healthy Schools & Communities. She holds a master's degree in Public Health from Johns Hopkins Bloomberg School of Public Health and a bachelor's degree in Public Health from UC Berkeley.

AREAS OF EXPERTISE

- Health equity analysis
- Quantitative and qualitative research methods
- Survey development and outreach
- Participatory action research
- Focus groups, interviews, and observations
- Community coalition and capacity building
- Public policy and government administration
- Public health

PROFESSIONAL EXPERIENCE

Bright Research Group, Senior Research Associate (Feb 2020-Present)

Sample Clients & Projects	Role & Activities
San Francisco Public Health Department: Tobacco Free Project (2020- present)	Process and outcomes evaluation; community based participatory research and capacity building; and project planning and management support.
Alameda County Tobacco Control Project (2020- present)	Evaluator of coalition led efforts to advance policy change and environmental change to reduce impact of tobacco on communities of color. Train community on community based participatory research and data use.
Alameda County Health Care Services Agency: Strategy & Evaluation (2020-present)	Evaluator of school based health initiatives, including Connecting Kids to Coverage and School-Based Behavioral Health.
Alameda County Health Care Services Care Connect (2020-Present)	Evaluation, research, multi-site scan of Whole Person Care Project to reduce disparities and improve outcomes. Coaching to health care and social service provider on program model development and data use.
Alameda Health System: HealthPATH (2018- present)	Evaluator of career development/health care pipeline program at Alameda Health System to diversify health professions.

OTHER PROFESSIONAL EXPERIENCE

Tobacco Free Project Community Capacity Building & Communications Manager

Sr Health Educator, Jan 2019-Present

Health Program Planner Nov 2014-Jan 2019

San Francisco Department of Public Health, Nov 2014-Feb 2020

Led and coordinated program evaluation for state-funded Prop 56/99 grant to improve program quality and assess impact, including coordinating with evaluation consultant in developing and implementing evaluation activities (Nov 2014-July 2019). Oversee planning, implementation, and evaluation of the Community Action Model (CAM), a community capacity building and training program. Develop, coordinate and provide training and technical assistance for CAM program to 4-9 community-based organizations serving 30-60 youth and transitional age youth of color and 4 local health departments implementing CAM in their jurisdictions. Collaborate with city agencies, school district, and community stakeholders to implement tobacco control policies and prevention efforts.

Community Transformation Initiative Program Coordinator, San Francisco Department of Public Health, Sept 2013-Oct 2014

Planned and coordinated implementation and evaluation a city-wide chronic disease prevention strategy, through cross-sectorial partnerships to promote healthy eating active living, smokefree living, and clinical preventative services. Provided technical assistance and support to 12 community partners, 7 departmental staff to implement and evaluate Community Transformation Initiative's activities.

Research Assistant, Human Impact Partners, Oakland, Oct 2012-Sept 2013

Conducted literature reviews, qualitative and quantitative research in collaboration with stakeholders for Health Impact Assessments, including instrument development, data collection, analysis, and reporting.

Project Coordinator, San Francisco Asian Pacific Islander Health Parity Coalition, Aug 2011-June 2012

Designed, implemented, and managed community-based research project to explore barriers to mental health services for six Asian & Pacific Islander communities, through 12 ethnic and language specific focus groups. Facilitated ethnic specific work groups for data analysis and developing recommendations and reports to the San Francisco Department of Public Health; coordinated, planned, and facilitated monthly coalition meetings for 6 steering committee members and 20+ general members.



HOLLY JOSHI, Senior Consultant, Bright Research Group

Holly has 18 years of experience working in the areas of public safety, gender based and community violence, leadership development, strategic planning, policy development, and program design. Holly has extensive experience working in the areas of criminal justice leadership, training, reform, and progressive policing. She has held leadership positions at the Oakland Police Department including chief of staff, head of the child exploitation unit, communications and public information liaison, and internal affairs investigator. Holly was a key member of the OPD leadership team that led major departmental reform efforts including the implementation of body worn cameras, procedural justice, and officer wellness programs. She has written criminal justice policy and successfully advocated for policy change at the local and state level. She holds a Bachelor's degree in Criminal Justice from California State-East Bay, a Master's Degree in Leadership for Social Change from St. Mary's College of California, and is currently pursuing a doctorate in Educational Leadership from St. Mary's College of California.

AREAS OF EXPERTISE

- Qualitative research methods
- Training and technical assistance
- Strategic planning and program design
- Focus groups, interviews, and observations
- Community coalition and capacity building
- Policy research and analysis

PROFESSIONAL EXPERIENCE

Bright Research Group, Senior Consultant (September 2019-Present)

Sample Clients & Projects	Role & Activities
The California Endowment Sons & Brother's Investment (2019-present)	Retrospective evaluation of 10-year investment strategy focused on boys and men of color
The City of Oakland: Department of Violence Prevention/Oakland Unite (2019-present)	Strategy and capacity building for the city's violence interruption efforts
San Joaquin County District Attorney's Office (2020-present)	Program design, process, and outcome evaluations for Project Navigate Constructive Change-presentencing diversion program
Magic Cabinet Foundation (2020-present)	Migration study to inform philanthropic investment strategy
Alameda County Health Care Services Care Connect (2020-present)	Evaluation and research support
Sample Clients & Projects	Role & Activities
Akonadi Foundation (2020)	Retrospective evaluation of Beloved Community Fund and Arc Toward Justice racial justice investment strategies
Alameda Health System: HealthPATH (2019- 2020)	Theory of change validation and process evaluation

OTHER PROFESSIONAL EXPERIENCE

West Coast Children's Clinic (January 2019- September 2019), Trainer-Consultant
 Engaged and educated diverse stakeholders including law enforcement officers, juvenile probation officers, and child welfare workers in human trafficking prevention, identification, and intervention strategies.

National Criminal Justice Training Center (September 2012- September 2019), National Trainer
 Developed curriculum, trained, and provided technical assistance to government leaders and social service providers to support communities across the country in developing and implementing survivor centered human trafficking prevention, intervention, and response strategies.

M.I.S.S.S.E.Y. (Motivating, Inspiring, Supporting, Serving, Sexually Exploited Minors) Executive Director (September 2016- September 2018)
Training Program Manager (May 2016 – September 2018)
Consultant-Curriculum Development (March 2016- May 2018)

Led anti-trafficking organization, developed internal leadership capacity, developed and implemented innovative programs including tech job pipeline for youth and early intervention

program in partnership with Oakland Unified School District, built important relationships and cross-sector collaborations, grew organizational revenue from \$900,000 to \$1.7 million.

City of Oakland

Chief of Staff (June 2013- September 2015)

Investigative Supervisor Child Exploitation Unit and Internal Affairs Task Force Investigator (2011 –2013)

Public Information Officer (February 2010- October 2011)

Investigator Vice and Child Exploitation Unit (January 2008- February 2010)

Crime Reduction Team Officer (January 2005- January 2008)

Patrol and Trainee Officer (July 2001-January 2005)

Strategy, policy development, criminal and administrative investigations, led police reform efforts and implemented progressive policing practices including aligning the departmental priorities with President Obama’s 21st Century Policing Report and Recommendations, taught law, policy, and procedure, media strategy, crisis communications, community policing, violence prevention and intervention, emergency and crisis response.



PASTOR MICHAEL A. SMITH, Founder, Center for Food, Faith & Justice

Since 2005, Michael Smith has served as Pastor of McGee Avenue Baptist Church where he founded the Center for Food, Faith & Justice (CFFJ) in 2014 as a nonprofit community-based organization in response to the local needs of food sovereignty, violence prevention, health equity, affordable housing, workforce development and community food security through urban agriculture and community organizing. Since 2012, Pastor Michael, as he is affectionately called has also served as Adjunct Professor of Environmental Ethics at American Baptist Seminary of the West. During that time he has taught more than 100 classes and workshops on violence prevention, youth development, food sovereignty, and environmental justice to more than 300 students, including over 200 veterans, homeless, transitional or formerly-incarcerated adults and 1,500 high-risk youth through the Center for Food, Faith & Justice.

Pastor Michael earned his undergraduate degree in International Relations and Sustainable Development from San Francisco State University, and began working as a supervisor at the East Bay Conservation Corps upon graduation where he eventually served as the Deputy Executive Director. Pastor Michael has a long history of State and federal grants management, urban gardening and workforce development for high-risk populations.

Pastor Michael holds both a Master’s of Divinity Degree (M.Div) and Master’s of Arts (MA) in community leadership from American Baptist Seminary of the West. Pastor Michael is excited to partner with NICJR in this project where he can support the needs of young people, families and partnering organizations in creating safer, more livable communities.



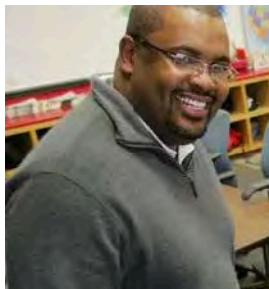
REVEREND MICHAEL MCBRIDE, Director of Urban Strategies & LIVE FREE Campaign, LIVE FREE

Pastor Michael McBride (known as “Pastor Mike”) is a native of San Francisco and has been active in ministry for over 20 years. Pastor McBride’s commitment to holistic ministry can be seen through his leadership roles in both the church and community organizations. A graduate of Duke University’s Divinity School, with a Master of Divinity with an emphasis in Ethics and Public Policy, Pastor McBride

founded The Way Christian Center in West Berkeley, where he presently serves as the Lead Pastor.

In March 2012, he became the Director for the Lifelines to interventions related to urban and communal violence. Healing/LIVE FREE Campaign with Faith In Action, a campaign led by hundreds of faith congregations throughout the United States committed to addressing gun violence and mass incarceration of young people of color. He is one of the national leaders in the movement to implement public health and community centered gun violence prevention programs, which have contributed in 50% reductions of gun related homicides in Oakland and many other cities across the country. He is a co-founder of Community Justice Reform Coalition and the National Black Brown Gun Violence Prevention Consortium which work to center black and brown gun violence prevention practitioners and scale up life-saving interventions related to urban and communal violence.

Regarded as a national faith leader, active in the Ferguson uprisings and many subsequent uprisings, he helps bridge, train and support millennials and religious institutions working on racial justice and black liberation. Pastor McBride has served on a number of local and national task forces with the White House and Department of Justice regarding gun violence prevention, boys and men of color and police-community relationships. In 2016 he was appointed as an Advisor on President Obama’s Faith Based Advisory Council for Faith-Based and Neighborhood Partnerships. He has been a frequent contributor to the New York Times, the Washington Post, MSNBC, CNN, the Huffington Post and many other media outlets providing commentary on issues related to faith and racial justice.



KEVIN WILLIAMS, Associate Director, Berkeley Youth Alternatives

Kevin Williams, JD, MPH is the Associate Director of Berkeley Youth Alternatives (BYA), a community-based non-profit organization headquartered in Berkeley that operates 20 programs and services for 1700 children, youth, and young adults ages 6-24 from Alameda County and Contra Costa County. He has served in this capacity since 1997.

Since 2000, Kevin has been affiliated with the UC Berkeley School of Public Health where he was the Associate Director of the Center for Public Health Practice, the Field Supervisor for Health & Social Behavior and Environmental Health Sciences students, and now continues as a Lecturer. In 2006, he was recognized as the Faculty of the Year by the UC Berkeley Conference of African Americans. Prior to joining the Center for Public Health Practice, Kevin was a

Research Professor of Law and Institute Scholar with the University of Houston Law Center where he was recognized as the Faculty of the Year in 1996 by the Black Law Students Association.

In 2013, he was recognized with a Champion of Health Professions Award from The California Wellness Foundation and a Bay Area Achiever Award from the National Forum for Black Public Administrators-Oakland/Bay Area Chapter.

He is now an Adjunct Professor with Touro University's Public Health Program where he teaches a course on Criminal Justice Law and Public Health Policy for Master of Public Health and Physician Assistant students.

Kevin is the Past Chair and Advocacy Chair of the Board of LifeLong Medical Care, a Federally Qualified Health Center headquartered in Berkeley, which provides services to over 60,000 patients in 19 health clinic locations in three Bay Area counties.

Kevin has a Law Degree from the University of Houston Law Center, a Master of Public Health degree from the University of Texas Health Science Center, and a Bachelor of Arts degree in Social Science with High Honors from UC Berkeley.

Research and Analysis and Legal Analysis Contractors



RUTH BOND, Partner, Renne Public Law Group

Ruth M. Bond joined RPLG as an Of Counsel attorney in January 2019 and was made partner in February 2020. She brings an abundance of public agency knowledge and experience to Renne Public Law Group after working for nearly 14 years as a Deputy City Attorney with the San Francisco City Attorney's Office.

Her practice focuses on representing public entities in labor and employment matters as well as other areas of public law. The labor and employment matters include litigation in state and federal court, arbitrations, labor relations, day-to-day advice regarding compliance with relevant statutes and regulation, and more.

As a Deputy City Attorney, Ms. Bond represented San Francisco, under the leadership of City Attorney Dennis Herrera, in employment litigation in state and federal court. This included appellate work in the California Court of Appeal, Ninth Circuit Court of Appeals and successfully opposing a Petition for Review in the California Supreme Court. Ms. Bond also has a great deal of experience with grievance arbitrations and labor negotiations.

While at the Office of the City Attorney, Ms. Bond advised several city departments including Juvenile Probation, Adult Probation, Recreation and Parks, and the City Attorney's Office. These departments relied on Ms. Bond to provide insight and guidance on compliance with federal, state and local employment laws such as Title VII, the Fair Labor Standards Act, the Americans

with Disabilities Act, the California Fair Employment and Housing Act and San Francisco's Civil Service Rules. Ms. Bond also served as a member of the City Attorney's Affirmative Litigation Task Force from 2015 to 2017.

Before the Office of the City Attorney, Ms. Bond was a litigation associate at Heller Ehrman White & McAuliffe LLP, and a judicial clerk for the Hon. Barrington D. Parker Jr. in the U.S. District Court for the Southern District of New York.

Before going to law school, Ms. Bond spent six years pursuing journalism as an award-winning reporter for the Fort Worth Star-Telegram and other publications. She applied these journalism skills in law school as an Articles Editor on the New York University Law Review.



JULIAN GROSS, Partner, Renne Public Law Group

Renne Public Law Group partner Julian Gross provides expertise on public sector labor relations and municipal law. His expertise includes a range of complex negotiations in high-profile matters involving community stakeholders. These include labor negotiations, police accountability efforts, and community benefits agreements.

Through PolicyLink, a nationally-recognized racial equity advocacy organization, Julian represented a coalition of community stakeholders in advocacy regarding San Francisco's police union collective bargaining process in 2018. Julian helped educate community members regarding the collective bargaining process and its impact on the City's implementation of the recommendations of its Blue Ribbon Panel on Transparency, Accountability, and Fairness in Law Enforcement. He developed proposals for amendments to labor agreement terms, to provide the maximum flexibility to the City and the public in policy development regarding public safety.

Julian is the leading attorney in the nation on community benefits agreements, a groundbreaking contractual approach to resolving divisive controversies over land use development in low-income, gentrifying neighborhoods, allowing projects to move forward with broad public support and strengthened community benefits commitments. In addition, Julian is a veteran of numerous complex negotiations with construction trades unions over project labor agreements, representing public entities in advancing equity-oriented hiring and contracting programs. Across these various subject areas, Julian has helped public entities move through challenging, high-profile situations with credibility to the public, and delivering concrete and transparent results.



JORGE X. CAMACHO, Clinical Lecturer in Law (fall term) and Policing, Law, and Policy Director of the Justice Collaboratory

Jorge X. Camacho is a Clinical Lecturer in Law and the Policing, Law, and Policy Director of the Justice Collaboratory at Yale Law School. Prior to joining the Law School, Camacho served as Senior Counsel at the New York City Mayor's Office of Criminal Justice and as Senior Counsel in the Legal Counsel Division of the New York City Office of the Corporation Counsel. He started his career as an Assistant District Attorney at the Manhattan District Attorney's Office and served on multiple task forces and citywide committees throughout his years in government service, including serving on the Steering Committee of the New York City Mayor's Task Force on Cannabis Legalization and chairing its Subcommittee on Law Enforcement and Social Justice. He received his B.A. from Swarthmore College, where he was a Philip Evans Scholar, and his J.D. from Yale Law School, where he served as a Notes Editor on the *Yale Law Journal*.



XANDER PAUL, Analyst, Analysis Group, Inc.

As an analyst for Analysis Group, Xander has designed and conducted advanced regression analysis in a variety of projects covering antitrust, insurance, and securities litigation matters and health economics research. Xander has assisted research projects centered on global action and renewable energy use, including estimating the impact of debit card distribution on savings behavior in Mexican villages and estimating the costs and benefits of solar cell installation relative to current fuel consumption patterns in over sixty cities globally. As Cofounder of the Cal Young Alumni Mentorship Program, Xander provides academic and professional leadership to undergraduates through resume workshops, mock interviews, networking events, and direct coaching and mentorship. Xander holds a B.S. in Environmental Economics and Policy from the University of California, Berkeley.



VICTORIA LOO, Healthcare Analyst, Analysis Group, Inc.

Victoria's work centers around health policy and its impact on community members. As a healthcare analyst, she has developed market access strategy, including market assessment and product development for drugs. As a research assistant for the Yale School of Public Health, she conducted research on the benefits of decision aid tools in healthcare decision-making, coordinating the creation of a risk calculator and decision aid tool to receive radiation therapy for women over 65 years post-breast cancer surgery. She developed a community health needs assessment for the Yale New Haven Hospital System to inform key stakeholders on priority health issues in Connecticut and has conducted extensive review of past and current FDA regulations and their effects and consequences on

pharmaceutical drug development. Victoria graduated with a B.A. in Political Science and Concentration in Health Policy from Yale University, and she holds an MPH in Health Policy and Regulatory Affairs from the Yale School of Public Health.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM
 Address: 303 HEGENBERGER ROAD, #301-OAKLAND, CA 94621
 Business Lic. #: 00232988

Occupational Category: <u>PROFESSIONALS</u> (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators		1				1						
Professionals		5	2			3						
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical		1			1							
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:		7	2		1	4						

Is your business MBE/WBE/DBE certified? Yes _____ No If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: No: _____

Signed: [Signature] Date: 10/5/20

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Attachment B (page 1)

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

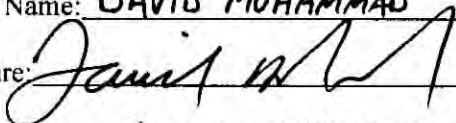
"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: DAVID MUHAMMAD Title: EXECUTIVE DIRECTOR
Signature:  Date: 10/5/20
Business Entity: NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM

Contract Description/Specification No: **Police Re-Imagining/21-11413**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

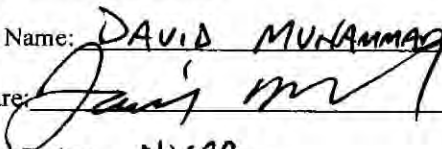
Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: DAVID MUHAMMAD Title: EXECUTIVE DIRECTOR
 Signature:  Date: 10/5/20
 Business Entity: NICJR

Contract Description/Specification No: **Police Re-imagining/21-11413**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of OCT, 2020, at BERKELEY, California.

Printed Name: DAVID MUHAMMAD Title: EXECUTIVE DIRECTOR

Signed: [Signature] Date: 10/5/20

Business Entity: NICJR

Contract Description/Specification No: **Police Re-Imagining/21-11413**

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES _____ NO

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ NO _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

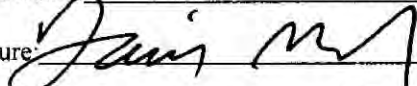
THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: DAVID MUHAMMAD Title: EXECUTIVE DIRECTOR

Signature:  Date: 10/5/20

Business Entity: NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM

Contract Description/Specification No: **Police Re-Imagining/21-11413**

Section III

• **** FOR ADMINISTRATIVE USE ONLY – PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name _____

Department Representative _____

Attachment F (page 2)

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM		Vendor No.:	
Address: 303 HEBENBERGER RD #301	City: OAKLAND	State: CA	ZIP: 94612
Contact Person: DAVID MUHAMMAD		Telephone: 510-746-6111	
E-mail Address: david@niejr.org		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)

- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?..... Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

Attachment G (page 1)

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so,
do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 5TH day of OCTOBER, in the year 2020, at BERKELEY, CA
(City)

(State)

DAVID MUHAMMAD
Name (please print)

[Signature]
Signature

EXECUTIVE DIRECTOR
Title

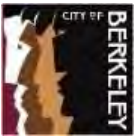
81-5269212
Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(Sign and Print): _____ Date: _____

Attachment G (page 2)

Attachment 3



APPLICATION FOR APPOINTMENT
BERKELEY REIMAGINING PUBLIC SAFETY TASK FORCE

NAME: _____

RESIDENCE ADDRESS: _____
Street City Zip

MAILING ADDRESS: _____
P.O. Box/Street City Zip

BUSINESS/EMPLOYER ADDRESS: _____
Street City Zip

EMAIL ADDRESS: _____

OCCUPATION/PROFESSION: _____

PRIMARY PHONE: _____ ALTERNATE PHONE: _____

*** DEMOGRAPHIC SURVEY - PLEASE COMPLETE ***

Please indicate gender: Male Female Nonbinary Prefer not to say
Please indicate whether you are currently a student: Yes No
Please indicate the racial / ethnic category which you most closely identify with below
(response optional - please check only one category):
WHITE (Not of Hispanic origin.): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
BLACK (Not of Hispanic origin.): All persons having origins in any of the Black racial groups of Africa.
HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race.
ASIAN / PACIFIC ISLANDER: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, and Samoa.
AMERICAN INDIAN / ALASKAN NATIVE: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition. Please identify the tribe which you are affiliated with.
OTHER / BI-RACIAL: Persons who do not identify with any of the above categories or who have mixed or unknown racial/ethnic origins

THE FOLLOWING INDIVIDUALS ARE QUALIFIED TO COMMENT ON MY CAPABILITIES:

Table with 3 columns: NAME, ADDRESS, PHONE/EMAIL

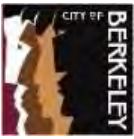
AFFIDAVIT OF RESIDENCY*

I, _____, hereby declare, under penalty of perjury, that I am a resident of Berkeley. I understand that, with the exception of a temporary relocation outside of Berkeley not to exceed six months, I may no longer serve on a Berkeley Commission should this cease to be true.

Signature of Applicant: _____ Date: _____

*Residency not required for At-Large Appointees, provided that they are active, committed Berkeley stakeholders.

*The City of Berkeley's Conflict of Interest Code requires members of City of Berkeley Commissions to file Statements of Economic Interests - FPPC Form 700. The Form 700 is a public document. For more information, please contact the City Clerk Department at (510) 981-6900, or visit our website at http://www.cityofberkeley.info/ContentDisplay.aspx?id=4176.



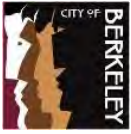
TASK FORCE MEMBERSHIP GOALS AND WRITTEN STATEMENT

All members must be active members of the Berkeley community and committed to the goals and success of the Task Force. Additionally, pursuant to the enabling legislation, in order to maintain the Council’s commitment to centering the voices of those most impacted, appointments to the Task Force should reflect a diverse range of experiences, knowledge, expertise and representation, and be made with the goal of achieving a balance of the following criteria:

- Representation from Impacted Communities:
 - Formerly incarcerated individuals
 - Victims/family members of violent crime
 - Immigrant community
 - Communities impacted by high crime, over-policing and police violence
 - Individuals experiencing homelessness
 - Historically marginalized populations
- Faith-Based Community Leaders
- Expertise/Leadership in Violence Prevention, Youth Services, Crisis Intervention, and Restorative or Transformative Justice
- Health/Public Health Expertise
- City of Berkeley labor/union representation
- Law Enforcement Operation Knowledge
- City Budget Operations/Knowledge

Describe how your experience, education, attributes, and training qualify you for appointment to the Task Force, and which membership criteria listed above apply to you. Attach additional pages if needed.

Return this form to the City Clerk Department, 2180 Milvia Street, 1st Floor, Berkeley, CA 94704



APPOINTMENT FORM: REIMAGINING PUBLIC SAFETY TASK FORCE
 (Contact information may be left blank when the information is provided by an applicant in the attached application)

APPOINTING AUTHORITY _____

NAME OF APPOINTEE _____

RESIDENCE ADDRESS _____
 Street City Zip

MAILING ADDRESS _____
 P.O. Box/Street City Zip

BUSINESS/EMPLOYER ADDRESS: _____
 Street City Zip

EMAIL ADDRESS _____

OCCUPATION/PROFESSION _____

PRIMARY PHONE: _____ **ALTERNATE PHONE:** _____

Check appropriate box: New Appointment Reappointment Temporary Appt.

Temporary Appt.: From (date) _____ To (date) _____
 (only if appointing for more than one meeting)

Please send mail to: Home Mailing Business/Employer

Signature: _____ **Date:** _____
 Mayor/Councilmember/Authorized Agent

For Appointing Authority and City Use Only:

Interview Date	Appoint. Date	Process Date
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Attachment 4

November 6, 2020

Farid Javandel
City of Berkeley

Subject: Scope of Work – Berkeley DOT

This letter outlines a draft scope of work for Fehr & Peers to support the City of Berkeley Transportation staff in their examination of options to meet the objectives of the July 2020 Council referral, which includes a call to pursue the creation of a Berkeley Department of Transportation (BerkeDOT). Tasks suggested are based on a discussion between Rob Rees, Katie Miller, Jeremy Klop, and Farid Javandel on October 23, 2020.

Recognizing that the City has many other efforts underway to address other aspects of the council referral, this set of tasks is focused on making industry connections to transportation directors with relevant DOT creation experience, framing and facilitating those discussions, helping staff to document findings, and providing change management coaching services for senior staff.

Scope of Work – DRAFT

Task 1 – Identify DOT Transportation Director Contacts

Fehr & Peers will identify up to four transportation department directors with relevant experience creating a new department of transportation and an existing and trusted relationship with Fehr & Peers senior staff. We will look to DOT leaders who can provide insight and guidance around setting up and operating a DOT. We will also look to communities that have similar characteristics and challenges to the City of Berkeley and will confirm the list of contacts with identified Berkeley staff.

Task 2 – Facilitate Structured Conversations with DOT Directors

Fehr & Peers will meet with staff in a 1.5-hour work session to develop a priority list of topics for discussion with the selected DOT directors. We will work with staff to frame questions, ideas, and needs surrounding municipal DOT formation. Based on this meeting we will prepare an annotated agenda to share with DOT directors in advance of the conversation that includes a link to the Council referral and a summary of the staff's priority concerns and interests for the call.

We will schedule and host one two 2-hour structured call with each of the four selected DOT directors (separately) and will take notes to document relevant items during the call. Calls would



be led by Berkeley staff, and include Katie Miller and/or Jeremy Klop as a senior staff facilitator. Fehr & Peers will prepare meeting notes for each call.

Fehr & Peers will facilitate a 1.5 hour work session with staff following completion of the DOT director interviews to review findings and discuss the relevant benefits and challenges experienced by the interviewed directors.

Task 3 – Review and Discuss Structure Options

As staff incorporate the findings from the interviews and participate in related council referral efforts, Fehr & Peers senior staff will participate in up to six (6) bi-weekly meetings with staff to review emerging options, react to staff ideas and concerns, and support the staff in their development of options.

Task 4 – Prepare Structure Option Briefs and Functional Organization Charts

As promising options for change emerge, both through the discussions in this effort and from related efforts in the City undertaken by others, Fehr & Peers will prepare up to six one-page option briefs. Each brief will include a short paragraph describing a specific aspect of the transportation department change, identify relevant DOTs where the option is working well, and objectively summarize expected benefits and challenges associated with the change. Example topics could include street lighting and electrical design, pavement maintenance, transportation enforcement, and data management. Topics will be selected by staff.

Fehr & Peers will research and compile functional organization charts from up to six (6) relevant cities that demonstrate how those cities organize their departmental functions related to transportation services and traffic enforcement.

In addition, we will prepare up to three (3) one-page organizational chart options that show how Berkeley's specific services could be structured. No personnel designations will be included, just functional responsibilities.

Task 5 – Provide Change Management Leadership Coaching

Katie Miller, a professional leadership coach with Left Lane Advisors, will lead this task to provide executive coaching around change management services for a group of up to four (4) transportation managers. Her work developing NACTO's leadership development program and ongoing executive coaching with multiple municipal transportation division leaders makes her uniquely qualified to support Berkeley's key staff through these changes. Council's referral to consider restructuring is likely to generate staff uncertainty around what will happen with their departmental authority, responsibilities, and appropriate messaging to staff.

Katie Miller will work with Farid Javandel to develop a program for the selected individuals that focuses on:



- Change Management Arc – sharing resources on managing through the stages of pre-change through implementation along with targeted leadership coaching to effectively manage through the change
- Maintaining Productivity – providing tools and language to help manage stress, maintain commitments, and communicate effectively through a period of change
- Internal Communications – addressing rumors and staff communications during a period of change

Katie will provide up to five (5) one-hour coaching sessions for each division leader. The initial session will be to set their frame for managing change, get them into a position of productive curiosity, and to surface concerns regarding restructuring. Subsequent sessions will be customized in coordination with the individual and Farid Javandel.

Schedule & Staffing

We are available to complete all tasks listed above between now and the end of 2020. We understand that Tasks 1-4 are needed to support staff input to Council by the end of 2020, and expect that Task 5 activities can continue into 2021. We propose to staff this effort with a combination of Oakland office staff and Principals from across the firm including Jeremy Klop, Katie Miller, and Matthew Ridgway who all have availability to support this effort in the requested timeframe. Rob Rees will also be available to the project beginning in mid-November 2020.

Budget

We will provide the services listed above under the terms of our existing on-call contract with the City of Berkeley. Our cost to complete this scope of work is not expected to exceed \$75,000. We will bill for work completed on a on a time & materials basis.

Sincerely,

FEHR & PEERS

Jeremy R. Klop, AICP
Director of Strategy