



Privacy Advisory Commission

April 1, 2021 5:00 PM

Zoom Teleconference

Meeting Agenda

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

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

Pursuant to the Governor's Executive Order N-29020, all members of the Privacy Advisory Commission as well as City staff will join the meeting via phone/video conference and no teleconference locations are required.

TO OBSERVE:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85817209915>

Or iPhone one-tap:

US: +16699009128, 85817209915# or +13462487799, 85817209915#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656

Webinar ID: 858 1720 9915

International numbers available: <https://us02web.zoom.us/j/85817209915>

TO COMMENT:

1) To comment by Zoom video conference, you will be prompted to use the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted.

2) To comment by phone, you will be prompted to "Raise Your Hand" by pressing "* 9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted.

ADDITIONAL INSTRUCTIONS:

1) Instructions on how to join a meeting by video conference is available at: <https://support.zoom.us/hc/en-us/articles/201362193%20-%20Joining-a-Meeting#>

2) Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663%20Joining-a-meeting-by-phone>

3) Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raising-your-hand-In-a-webinar>

1. Call to Order, determination of quorum
2. Open Forum/Public Comment
3. Review and approval of the draft March meeting minutes
4. Sanctuary Contracting Ordinance – CPO – presentation of annual report – review and take possible action.
5. Surveillance Equipment Ordinance - DOT – Chinatown Camera Grant impact report and proposed use policy – review and take possible action.
6. Mobile Parking Payment Systems for Parking Management and Enforcement– review and take possible action.
7. Surveillance Equipment Ordinance - OPD – presentation of Annual Reports – review and take possible action:
 - a. Cell-site Simulator
 - b. Live Stream Transmitter
 - c. Mobile ID
 - d. GPS Tag Tracker



Privacy Advisory Commission

March 4, 2021 5:00 PM

Zoom Videoconference

Meeting Minutes

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

Pursuant to the Governor's Executive Order N-29020, all members of the Privacy Advisory Commission as well as City staff will join the meeting via phone/video conference and no teleconference locations are required.

1. Call to Order, determination of quorum

The meeting was called to order at 5:04

Members Present: Suleiman, Hofer, Katz, Oliver, Gage, Patterson.

2. Open Forum/Public Comment

There were no Open Forum Speakers.

3. Review and approval of the draft February meeting minutes

The Minutes were approved unanimously with one spelling error noted.

4. Surveillance Equipment Ordinance - DOT – Chinatown Camera Grant impact report and proposed use policy – review and take possible action.

Michael Ford with the Oakland Department of Transportation (OakDOT) presented the revised Use Policy and noted that he added a thirty-day data retention limit and an annual reporting requirement to better align the Use Policy with the City's Surveillance Technology Ordinance.

There were 11 public speakers on this item, all of whom were in support of approving a program. The speakers represented Chinatown residents and business owners and members of the Chamber of

Commerce and many spoke of the increase in crime and fear of attacks that they have seen increase in the past year.

Member Katz asked OPD if cameras are effective at changing activity and whether this issue would be in front of the PAC if the Chamber purchased the cameras themselves. DC Lindsey noted that cameras can act as a deterrent and, more significantly, help with solving crimes after the fact.

Member Gage voiced a main concern for him is sharing public dollars with a private entity to conduct surveillance. Also, he asked about the efficacy of the old program in helping to lower crime rates. He also compared this to a program in San Francisco with a similar arrangement where SFPD misused camera systems to monitor protest activity at Union Square.

Member Suleiman raised concerns about precedent setting and asked how it impacts the role of the PAC. Member Katz also raised concerns about precedent.

Member Oliver acknowledged the national coverage about an uptick in violence and asked the Deputy Chief if data supported this. She noted that violent crime has increased citywide dramatically but property crimes are down since so many people are staying at home.

Chair Hofer suggested the City could design the agreement with the Chamber to bind it to the City's ordinance. He noted if the program was subject to the same legal standards, he could support it as a template for future public-private partnerships that may come forward. He asked the group if they could support such a path forward and the group unanimously agreed. He also asked the Chamber President, Carl Chan, who also indicated his agreement.

The item was continued to April to allow staff to bring back an agreement for review that would bind the Chamber to the law.

5. OPD – presentation of Annual Reports – review and take possible action:
 - a. Bureau of Alcohol, Tobacco, Firearms and Explosives Task Force
 - b. United States Marshalls Service Task Force
 - c. Drug Enforcement Agency Task Force

All three reports were approved unanimously but the Chair asked that staff follow-up with a prior request for legal assistance regarding the reporting of violations and whether those reports should remain confidential due to personnel impacts.

The meeting adjourned at 6:25.



Annual Report

TO: Privacy Advisory Commission

**FROM: Joe DeVries,
Chief Privacy Officer**

**SUBJECT: Impact of Implementing, Tracking
and Reporting Ordinance
N.O. 13540 C.M.S. - Sanctuary
City Contracting and Investment
Ordinance**

DATE: March 29, 2021

Executive Summary

The Sanctuary City Contracting and Investment Ordinance (Ordinance N.O. 13540 CMS) was adopted by the City Council in June 2019 and requires that by April 1 of each year, the City Administrator shall certify compliance with this ordinance by preparing a written report. By May 1 of each year, the City Administrator shall submit to the Privacy Advisory Commission a written, public report regarding compliance with Sections 2.23.030 and 2.23.040 over the previous calendar year.

At minimum, this report must (1) specify the steps taken to ensure implementation and compliance with Sections 2.23.030 and 2.23.040, (2) disclose process issues, and (3) detail actions taken to cure any process deficiencies. After receiving the recommendation of the Privacy Advisory Commission, if any, the City Administrator shall schedule and submit the written report to the City Council for review and adoption.

Background

The Sanctuary City Contracting and Investment Ordinance prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), United States Customs and Border Protection (CBP), or Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any “Data Broker”, “Extreme Vetting”, or “Detention Facilities” services unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids.

As is the case in many government entities, the City uses its existing competitive (non-construction services) procurement processes to require compliance with federal, state and local mandates relative to the use of public funds in the purchase of goods and service. For example,

in the late 1980's the City adopted a policy to prohibit doing business with entities that also contract with companies involved in nuclear arms proliferation. In 2013, the City took a stand against contractors doing business with the State of Arizona due to its adoption of legislation that unfairly targeted persons of Hispanic decent in routine traffic stops.

The Sanctuary City Contracting and Investment Ordinance is a response to the recent ICE activity, including its efforts to target Sanctuary Cities with stepped up enforcement efforts and the impact those efforts have had on the Oakland community. There has been strong local interest in these types of ICE raids and deportations both politically and in the media, however, ICE has taken much more drastic steps to gather data on individuals that could ultimately be far more impactful.

Ensuring Compliance

"Schedule I"

The Sanctuary City Contracting and Investment Ordinance (Ordinance N.O. 13540 CMS) is promulgated through "Schedule I" as attached. Any entity wishing to contract with the City of Oakland must self-certify with the Schedule I that they do not have any contracts with ICE, CBP, or HHS/ORR. The Schedule I is submitted along with other contract schedules to the Department of Workplace and Employment Standards (DWES). Staff forward copies of all received Schedule I's to the Chief Privacy Officer. If any contractor cannot self-certify, then a further review of the proposed contract will occur to determine if there are grounds for a waiver.

During the reporting period, there were no contractors who could not self-certify, therefore no further investigation was needed. A separate review of the submitted schedules verified that no contractor on the current list of banned contractors attempted to contract with the City of Oakland during this period.

Disclosure of Process Issues

In early 2021 staff from the Economic & Workforce Development Department, while processing a Grant Application for a new grant recipient BAMBD (The Black Arts Movement Business District), inquired as to whether the ordinance applies to Grant Agreements. Upon review of the Sanctuary City Contracting and Investment Ordinance, the City Attorney's Office determined that the Ordinance is NOT applicable to *Grant Agreements*.

The term "contract" as used in the Sanctuary City Contracting and Investment Ordinance is defined as "any agreement to provide goods to, or perform services for or on behalf of, the City. The grant awarded to BAMBD is for "signage and organizational capacity building" for the purpose of "allowing greater community outreach and further development of a support network to assist in the cultural and business development activities within the district". Therefore, they were not required to submit a Schedule I and future Grant Recipients will also not be required to do so.

Because the City does not offer grants to organizations that provide goods and services, especially of the nature involved in ICE, CBP, or HHS, the CPO is not concerned that this distinction will lead to an unauthorized entity receiving city funds. However, it seemed relevant and important to transparency to report this in the annual report.

Actions Taken to Cure Deficiencies

There were no identified deficiencies in this reporting period to cure.

Investment Prohibitions

The CPO provided the list of prohibited contractors to the Department of Finance to ensure no new investments are made in any of these firms moving forward. As noted during the development of the ordinance, most of the City's investments are in bonds and there are strict guidelines on how a municipality can invest its dollars. Department of Finance agreed to check the list of prohibited entities on a semi-annual basis. **The Department reported that in the year 2020, no investments in the prohibited entities were made.**

Respectfully submitted,



Joe DeVries,
Chief Privacy Officer

For questions, please contact Joe DeVries, Chief Privacy Officer, at (510) 238-3083.

**GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND CHINATOWN CHAMBER OF COMMERCE**

This Grant Agreement (the “Agreement”) dated April ___, 2021 is made and entered into by and between the City of Oakland, a municipal corporation (the “City”), and the Oakland Chinatown Chamber of Commerce a California nonprofit public benefit corporation (“OCCC” or “Grantee”), California Corporation No. C1291641.

RECITALS

- A. The City wishes to enter into this Agreement with Grantee to provide funding to Grantee in order for Grantee purchase and install security cameras throughout Chinatown. The data from the cameras will be transmitted to Grantee’s staff, who will allow the City access in order to investigate reported crimes. Signs will be placed in the camera locations advising people that the area is under video surveillance.
- B. The City Council, pursuant to Resolution No. [TBD] C.M.S. has allocated grant funds to Grantee to fund its community-related programs and activities as specified herein.

Now therefore the parties to this Agreement agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to seventy-five thousand dollars (\$75,000.00) (the “Grant”).

2. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities (“Work”) specified in the **Scope of Work** attached to this Agreement as **Schedule A** and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be **Michael P. Ford**.

3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The Grant term shall begin on [DATE/TBD] and shall end upon total grant disbursement and/or use, or upon either party's 30-day written notice.

5. Method of Payment

Grantee shall be paid for the performance of the Work set forth in the Scope of Work in accordance with the Program Budget included in the Scope of Work. Payments shall be made in the amounts stated in the Scope of Work and shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work. Payments shall be due upon completion of the Work or as otherwise specified in the Scope of Work. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City's expense forms. Invoices shall state a description of the Work completed, itemized costs, fees and expense and the amount due.

The documents submitted shall be reviewed and approved for payment by the Project Manager. The City shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Work will be based on an overall assessment of the progress Grantee has made towards achieving the goals of the Agreement and the performance measures.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 30 days following the completion or termination of this Agreement. No claims submitted after the 30-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 30-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

6. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed", the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount

and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, Grantee shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless Grantee notifies the City's Liaison in writing within five business days that there is a bona fide dispute between Grantee and claimant, in which case Grantee may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, upon the filing of a compliant, Grantee, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Grantee fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Grantee is not allowed to retain monies from subcontractor payments for goods as project retention, and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, Grantee is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release; and Grantee is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

7. Evaluation, Monitoring and Reporting

Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work. Grantee shall undertake continuous quantitative and qualitative evaluation of the Scope of Work as specified in this Agreement and shall make written reports on the results of such evaluation to the Project Manager as reasonably requested by the Project Manager.

In addition to the financial requirements described elsewhere in this Agreement, Grantee agrees that authorized representatives of the City may perform fiscal monitoring of Grantee's record-keeping and reporting to assure compliance with this Agreement.

Grantee also agrees to be bound and abide by the City's Surveillance Ordinance, Oakland Municipal Code Chapter 9.64, including submission of a Use Policy and Impact Statement for the Camera System that is approved by the Privacy Advisory Commission and the Oakland City Council. Additionally, the Ordinance requires submission of an Annual Surveillance Report. As defined in Chapter 9.64, an Annual Surveillance Report means a written report concerning the grant funded Camera program, that includes all of the following:

- a. A description of how the Camera program was used, including the type and quantity of data gathered;
- b. Whether and how often data acquired by the use of the Camera program was directly shared with entities outside of the City, the name of the recipient entities, the types of data disclosed, under what legal standards the information was disclosed and the justification for the disclosures;
- c. Where applicable, a breakdown of what physical objects the Camera program hardware was installed upon, using general terms so as not to disclose the specific location of such hardware; and for surveillance technology software, a breakdown of what data sources the surveillance technology was applied to;
- d. Where applicable, a breakdown of where the surveillance technology was deployed geographically in the relevant year;
- e. A summary of community complaints or concerns about the surveillance technology, and an analysis of the technology's adopted use policy and whether it is adequate in protecting civil rights and civil liberties. This analysis shall also include the race of each person subjected to the technology unless this requirement is waived by the City's Privacy Advisory Commission. If waiver is granted, the annual report will include the written findings in support of this determination;
- f. The results of any internal audits, any information about violations or potential violations of the Camera program Surveillance Use Policy, and any actions taken in response unless the release of such information is prohibited by law; and
- g. Information about any data breaches or other unauthorized access to the data collected by the Camera program, including information about the scope of the breach and the actions taken in response.
- h. Information, including crime statistics, that helps the community assess whether the surveillance technology has been effective at achieving its identified purposes;
- i. Statistics and information about public records act requests regarding the relevant subject surveillance technology, including response rates;
- j. Total annual costs for the surveillance technology, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year; and

Any requested modifications to the Surveillance Use Policy and a detailed basis for the request. Grantee agrees that should the City find that a violation of Chapter 9.64 has occurred, Grantee will either return the camera equipment or reimburse the City for the cost.

8. Program Income

Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the City and must be transmitted to the City promptly.

9. Proprietary or Confidential Information of the City

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

10. Records and Audit

Grantee must maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement, and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Grantee under this Agreement.

Grantee must make available at Grantee's office for examination at reasonable intervals and during normal business hours to the City's representatives, as well as representatives of agencies providing funding for the Grant, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The City's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for three years following the expiration of the term of this Agreement.

11. Fraud, Waste and Abuse

Grantee must immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work.

12. Compliance with Federal Standards

Not Applicable.

13. Assignment and Subcontracting

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

14. Publicity

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

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

15. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

16. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) the City, and its Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs,

judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Grantee under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
 - (v) Unauthorized use or disclosure by Grantee of confidential information; or
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subgrantees.
- c. The City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, the City shall have the right if Grantee fails or refuses to defend the City with counsel acceptable to the City to engage its own counsel for the purposes of participating in the defense. In addition, the City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of the City.
- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence, or willful misconduct of an Indemnitee.

- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. The City's liability under this Agreement shall be limited to payment of Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

17. Non-Liability of City

No member, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

18. Right to Offset Claims for Money

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

19. Events of Default and Remedies

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the Work set forth in the Scope of Work;
- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any other provision of this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

The City shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall be not less than

30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Grantee's cure of the specified breach. Upon an event of default that has not been cured by Grantee, the City, in its discretion, may take any of the following actions:

- (A) Terminate this Agreement in whole or in part;
- (B) Suspend payments under this Agreement;
- (C) Demand immediate reimbursement of any funds disbursed under this Agreement;
- (D) Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- (E) Bar Grantee from future funding by the City; and/or
- (F) Pursue any other remedy allowed at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on upon total grant disbursement and/or use, or upon either party's 30-day written notice.

20. Termination or Modification for Lack of Appropriation

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Grant. The City may terminate this Agreement on 30 days' written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

21. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement.

22. Conflict of Interest

- a. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this

Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

- b. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.
- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in (a) any for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500, or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- d. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith

effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

23. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's subgrantees shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

24. Local/Small Local Enterprise Participation

The City has established requirements for participation by local and small local enterprises, including local nonprofit organizations and small local nonprofit organizations, in publicly-supported projects. Unless otherwise indicated, the City acknowledges that Grantee complies with this requirement.

25. Living Wage Requirements

Grantee will be considered a City Financial Assistance Recipient (“CFAR”) and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of **\$14.98 with health benefits and \$17.19 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Grantee shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.21 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) – Grantee shall inform employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subgrantees that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

26. Equal Benefits Ordinance

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

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

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

27. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.

Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

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

28. Political Prohibition

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

29. Religious Prohibition

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

30. Business Tax Certificate or Exemption

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

31. Abandonment of Grant

The City may abandon or indefinitely postpone the Grant at any time. Should the Grant be abandoned, the City shall pay Grantee for all services performed thereto in accordance with the terms of this Agreement.

32. Relationship of Parties

The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation.

33. Warranties

Grantee represents and warrants: (1) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the terms of this Agreement and otherwise carry out the Work; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to undertake the Work; (4) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect the financial condition or operation of the Grantee, other than those already disclosed to the City; and (5) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

34. Unavoidable Delay in Performance

The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the City and Grantee.

35. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved for form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee.

36. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

37. Notice

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

City
City of Oakland
Department of Transportation
250 Frank Ogawa Plaza, Suite 1333
Oakland, CA 94612
Attn: Michael P. Ford

Grantee
Oakland Chinatown Chamber of Commerce
388 9th Street, Ste. 290
Oakland, CA 94607
Attn: Jessica Chen

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

38. Entire Agreement of the Parties

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

39. Amendments and Modifications

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

40. Waiver

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

41. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

42. Severability/Partial Invalidity

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

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

43. Commencement, Completion and Close-out

It shall be the responsibility of Grantee to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any time extension granted to Grantee to enable Grantee to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. Should Grantee not complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

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

44. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

45. Inconsistency

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

46. Counterparts

This Agreement may be signed in multiple counterparts, which, when signed by all parties, will constitute a binding agreement.

47. Exhibits

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A: Scope of Work and Budget
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule Q: Insurance Requirements

48. Approval

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

[SIGNATURES ON NEXT PAGE]

“CITY”

CITY OF OAKLAND, a municipal corporation

By: _____
City Administrator (date)

Approved for forwarding:

By: _____
Department Head (date)

Resolution Number

Approved as to form and legality:

By: _____
Deputy City Attorney

“GRANTEE”

] Oakland Chinatown Chamber of Commerce, a California nonprofit public benefit corporation, California Corporation No. **xxxxxxxx** C1291641

By: _____

Name: _____

Title: **AUTHORIZED OFFICER OF ORGANIZATION**

Date: _____

GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK AND BUDGET

*[Scope of Work to incorporate Use Policy and Impact Analysis,
as reviewed and approved by the Privacy Advisory Commission]*

DRAFT

City of Oakland/Oakland Chinatown Chamber of Commerce

Surveillance Camera Grant Program

Impact Statement

- A. Description:** City grant funds (\$75,000) will be provided by the Department of Transportation (DOT) to the Oakland Chinatown Chamber of Commerce (OCCC) to purchase and install security cameras on private property at several locations in Chinatown. The data from the cameras will be transmitted to the OCCC offices and only made available to OPD for the purposes of investigating reported crimes. Signs will be placed in the locations where cameras are installed advising people that the area is under video surveillance.
- B. Purpose:** The cameras and the warning signs are designed to deter crime by establishing that the area is monitored. Additionally, if a crime were to occur, the footage could aid in criminal investigations.
- C. Location:** The cameras will be on several buildings in the Chinatown Area with general borders of Broadway to Fallon Street, and 6th Street to 12th Street.
- D. Impact:** Using surveillance cameras in public places, while common, can have an impact on people's civil liberties, especially when those cameras are owned or controlled by governmental bodies where public access to records is a standard. Members of the public could file a Public Records Request to access footage. The footage cameras collect could be used to determine a person's shopping patterns, religious affiliation (if they are surveilled entering a place of worship), or a person's daily schedule. Also, knowledge of cameras in one area may deter crime in that location but push it to another nearby location without cameras.
- E. Mitigations:** To avoid the collection of large amounts of surveillance footage by the City, these cameras will be purchased, owned, and monitored by the OCCC and therefore the data that they collect is not considered public record. Storage of bulk video footage will be limited to 30 days, at which point it will be deleted except for any portions that have been collected in support of an investigation and or as evidence of a possible crime. The City (OPD) will only be provided access upon request for the purpose of investigating crimes. This allows the cameras to serve as a deterrent, reduces bulk collection of video to a practical minimum, and protects the data collected in cases of criminal wrongdoing.
- F. Data Types and Sources:** The cameras will be transmitting video and audio footage via the internet to the OCCC offices in Chinatown.
- G. Data Security:** The data will be accessed only by OCCC Staff. No data will be stored with the City other than data requested by OPD in the investigation of a crime.
- H. Fiscal Cost:** This is a one-time grant of \$75,000 to the OCCC. The City will not absorb any ongoing maintenance costs.
- I. Third Party Dependence:** OCCC is a third party and they will contract with a local vendor to install the cameras.

- J. Alternatives:** An alternative to placing surveillance cameras is to have human surveillance in those same areas. This would be a costly endeavor and would not have the benefit of verifiable proof of a crime occurring after-the-fact. Eye witness testimony is known to be very inaccurate.
- K. Track Record:** Surveillance cameras have a mixed track record of making people feel safer and actually lowering crime. It is difficult to measure the level of deterrence or displacement of crime in any given area.

For questions about this Use Policy, please contact Wlad Wlassowsky in the City of Oakland Department of Transportation at wwlassowsky@oaklandca.gov

City of Oakland/Oakland Chinatown Chamber of Commerce

Surveillance Camera Grant Program

Use Policy

- A. Purpose:** City grant funds (\$75,000) will be awarded to the Oakland Chinatown Chamber of Commerce (OCCC) to install security cameras on private property at various locations in Chinatown to deter crime and aid in criminal investigations.
- B. Authorized Use:** The OCCC will be the sole owner of the equipment and the data it collects. The OCCC will make video footage available to the Oakland Police Department (OPD) only upon their request, and only in connection with a crime that has been committed. Other uses are strictly prohibited.
- C. Data Collection:** Video footage from the cameras will be recorded and stored for a period not to exceed 30 days.
- D. Data Access:** Video data will be stored and accessed by the OCCC, and will be made available to OPD only upon their request, and only in connection with a crime that has been committed.
- E. Data Protection:** The data will be accessed only by OCCC Staff. No data will be stored with the City other than data requested by OPD in the investigation of a crime.
- F. Data Retention:** Video data will be stored for a period not to exceed 30 days, unless it is accessed and made available to OPD in connection to a crime, in which case a copy may be made in connection with investigation and/or prosecution and subject to OPD's data and evidence retention policies.
- G. Public Access:** General public access of the video data will not be permitted. Because the City will not retain any ownership of the cameras or the data they collect, the information is not subject to the CA Public Records Act and therefore not available to the public.
- H. Third Party Data Sharing:** No third-party video data shall be made.
- I. Training:** Since the City is solely providing grant funding for the purchase of the cameras, no City Staff training is required.
- J. Auditing and Oversight:** Although the City will not own or operate the cameras or manage the data that they collect OCCC will be required to submit annual reports that include number of requests made by OPD for video footage, the number of other requests (that were denied), and any unauthorized uses and what remedy the Chamber used to address them.
- K. Maintenance:** The City will not own or operate the cameras therefore no maintenance will be funded by the City.

For questions about this Use Policy, please contact Wlad Wlassowsky in the City of Oakland Department of Transportation at wwlassowsky@oaklandca.gov

DRAFT ANTICIPATED IMPACT REPORT
Mobile Parking Payment Systems for
Parking Management and Enforcement

Quinn Wallace
Parking & Mobility Division
Department of Transportation
City of Oakland
April 1, 2021

1. Information Describing the Proposed Data Sharing Agreement and How It Works

The City of Oakland Department of Transportation (DOT) intends to enter into an agreement with either a single or multiple mobile parking payment providers (Providers), whose services permit individuals to pay for parking sessions through their mobile phones in Oakland. Parkers may be able to initiate a parking session through a mobile phone application (app), website, text message, or phone call, depending on the Providers' services. To initiate a parking session, parkers are required to enter their payment information (such as a credit card or Google Pay), "zones" corresponding to parking location, and license plate number with the Provider. Zones may match meter ID numbers or may be created by staff for each block, and customers must enter the zone number when paying for parking through a Provider.

DOT requires parking data from mobile parking payment Providers in order to enforce parking restrictions, such as time limits and meter payments, and to analyze parking revenues and demand. License plate and zone information are pushed to DOT's automated license plate readers (ALPR)¹ through an application programming interface (API) between other vendors who support the City's parking enforcement system. Parking Control Technicians use ALPR to scan vehicles' license plates and check for an active ParkMobile session associated with the license plate and location (numbered zone). In addition to pushing data to enforcement technologies, the Providers also collect data from parking sessions and "publishes" these datasets to an online platform that authorized staff can access through a unique username and password. The data published to the online platform includes parking date and start and stop times, customer information like a phone number or email address, credit card type such as Visa or Mastercard, payment amounts, transaction fees for the Providers, and "zones" corresponding to parking location. A subset of this data is then aggregated and shared with DOT for financial and parking analyses. Parking data may be summarized by zone, date, hour, transaction type, device type, parking duration, or amount.

This agreement would allow Providers to share parking data, including location-based information corresponding to numbered block zones and payment information, with DOT. In

¹ See the Privacy Advisory Commission's approved use policy and anticipated impact report for automated license plate readers. Available online at:
<https://www.oaklandca.gov/documents/automated-license-plate-reader>

providing DOT with parking data, DOT can ensure that parking rates are accurate to parkers and that the City receives accurate parking payments, particularly from numbered block zones in demand-responsive parking program areas. In these areas, meter rates change by time of day and block; without seeing the zones in transaction data, DOT would not be able to program these specific areas' rates or confirm the accuracy of Providers' rates in reconciliations and audits.

2. Proposed Purpose

Data from mobile parking payment services shapes parking policies, plans, and practices in Oakland. Analyses of this data guide staff's active management of the parking system and access to finite, valuable curb space. Mobile parking payment services also expand the available payment options for parkers, in turn increasing the convenience and ease of parking. Making parking easy and more actively managing the parking system are two of the City's Parking Principles (Resolution No. 84664 CMS) and shape a more equitable mobility system.

Specific applications of mobile parking payment data that supports this effort may include, but are not limited to:

- a) Estimating parking demand, occupancy, and revenues
- b) Evaluating parking payment options
- c) Monitoring demand-responsive parking areas and compliance
- d) Reconciling payment transactions with total parking revenues received
- e) Promoting compliance and enforcing parking restrictions, permits, and payment

3. Locations of Deployment

The data shared under this proposed agreement is user-generated within the City's parking system and therefore collected for any and all neighborhoods with parking meters or public parking facilities. Parking meters and public parking facilities are typically found in commercial zones, near public transit stations, or in other areas with high demand for parking.

4. Potential Impact on Civil Liberties & Privacy

DOT acknowledges the private and sensitive nature of personally identifiable information and block-level location data included in mobile parking payment data. Mobile parking payment data may be vulnerable to privacy risks such as re-identification, as users' names are collected within these datasets. In order to minimize privacy and surveillance risk, DOT has developed a set of guidelines for how mobile parking payment data will be handled and obfuscated, using mitigations outlined below.

5. Mitigations

DOT recognizes the sensitive nature of parking data generated through mobile parking payment Providers and has developed the following guidelines for the responsible handling of this data:

1. DOT will not release parking data with personally identifiable information included. Requests for this data may come internally from other City departments or through Public Records Requests.
 - a. In seeking proposals from potential Providers, DOT will ask that all personally identifiable information, such as phone number and email address, be removed from the portal. If Providers are able to do this, this mitigation would effectively eliminate privacy risk by anonymizing parking data.
2. DOT will seek and select Providers whose data security, storage, and encryption practices meet or exceed industry standards. DOT expects that these best practices will primarily address user payment methods to protect credit card information. In the procurement process, DOT intends to identify any existing Providers who extend privacy practices to personally identifiable information and may be able to obfuscate this information before or within their portal.
3. Login credentials to each Provider's online portal will be unique to each authorized staff who has been granted access to this data. Login credentials will not be shared outside of authorized staff.

6. Data Types and Sources

In this proposed agreement, mobile parking payment Providers will “publish” parking data on their respective online platforms. While these platforms vary by Provider, parking data available within the platform would include the following at minimum:

- Numbered zone indicating approximate parking location
- Parking date and start and end times
- Parking transaction amount
- Transaction fee (to be paid to the Provider)

Data may also include personally identifiable information such as a customer ID, name, phone number, and email address, depending on Providers' services and capabilities. This personally identifiable information may be removed from the dataset by the Provider before being pushed to the portal. Though not personally identifiable information and publicly visible, license plate numbers are necessary for enforcement purposes but may also be removed from the portal's parking dataset by the Provider.

Only authorized staff in DOT and the Finance Department with unique usernames and passwords may log in and access this data, unless requested through a public records request. When shared through a public records request, all personally identifiable information (if Providers are unable to remove from their portals) will be removed.

7. Data Security

DOT will require mobile parking payment Provider(s) to securely store, publish, and audit the data according to industry standards and best practices. DOT has not yet procured this system and therefore, does not know the official data protection protocol that each Provider will use. The City's current mobile parking payment Provider, ParkMobile, has published information regarding account and payment security on its website: <https://support.parkmobile.io/hc/en-us/articles/203299650-Is-my-account-and-credit-card-information-safe->.

Additionally, Providers' credit card data transmission will be required to provide a current certification through the Payment Card Industry Data Security Standards (PCI DSS). Major Providers such as ParkMobile, Passport, and PayByPhone maintain PCI DSS Level 1 certification.

8. Fiscal Cost

Mobile parking payment Providers operate at no cost to the City of Oakland. Individuals who use the Providers' services pay a fixed fee per parking session, with an average parking transaction of \$2.57 in 2019. The Providers' user fees pass through the City; staff have allocated up to \$600,000 of user fees that will be reimbursed to the Providers. DOT staff are considering asking that mobile parking payment Providers contribute to the City's expenses to operate and maintain signage and marketing efforts supporting this service.

9. Third Party Dependence

Raw (unaggregated) parking payment transaction data will be received and stored by the mobile parking payment Providers on an ongoing basis to reduce privacy risk. DOT staff will not have access to raw parking payment transaction data and will instead be able to access Providers' online portals with processed parking data. DOT does not have the staff capacity or technological resources to run a mobile parking payment system itself. Providers may also depend on other companies for certain functions, such as for cloud data storage services; these additional companies may become known after staff procure the mobile parking payment system.

10. Alternatives

The primary alternative to the proposed data sharing agreement is removing location-based zones from the mobile parking payment system. This would reduce privacy and surveillance risk but result in several key trade-offs.

First, this may limit which mobile parking payment Providers can operate in Oakland and result in user difficulties, as zones are how users indicate where they are parking to a Provider that operates across multiple cities.

Secondly, removing zones would halt the development and implementation of the City's federally funded Demand-Responsive Parking and Mobility Management Initiative, in which parking prices flex by time of day and location to reflect demand. Thus, this alternative is not a feasible option because it would eliminate the possibility of implementing a federally-funded, Council-approved DOT program.

11. Track Record

Mobile parking payment services are available in cities throughout California, the United States, and the world. However, the City's 10 years of experience with mobile parking payment services is most pertinent to the purpose of this report. ParkMobile has been the City's mobile parking payment Provider since 2011. Approximately 10 to 15% (\$1.4 to \$1.9 million) of annual on-street parking payment transactions were made through ParkMobile between 2015 and 2019. Key challenges with this technology have related to the maintenance of signage showing the zone number. No data breaches or other adverse privacy impacts have become known in the last 10 years of providing this service to the public.

This service supports the City's Parking Principles (Resolution No. 84664 CMS) by making parking easier. Data sharing is in line with DOT's Strategic Plan goal to be a responsive and trustworthy government agency. Through data sharing, DOT can adjust on-street parking rates to be demand-responsive, reconcile parking revenues, and support data-driven decisions on DOT parking policies, programs, and practices. Additionally, data sharing will contribute to DOT's open data efforts, making aggregated and anonymized parking data more accessible and transparent to the public.

Questions or comments concerning this draft Use Policy should be directed to Michael Ford, Division Manager, Parking and Mobility Division, via email at mford@oaklandca.gov or phone at (510) 238-7670.

PROPOSED USE POLICY
Mobile Parking Payment Systems for
Parking Management and Enforcement

Quinn Wallace
Parking & Mobility Division
Department of Transportation
City of Oakland
April 1, 2021

1. Purpose

The City of Oakland Department of Transportation (DOT) intends to enter into an agreement with either a single or multiple mobile parking payment providers (Providers), whose services permit individuals to pay for parking sessions through a mobile phone application (app), website, or text message in Oakland. This agreement would allow these Providers to share parking data with DOT. This dataset would include parking date and start and stop times, customer information like a phone number or email address, credit card type such as Visa or Mastercard, payment amounts, transaction fees for the Providers, and “zones” corresponding to parking location. Zones may match meter ID numbers or may be created by staff for each block, and customers must enter the zone number when paying for parking through a Provider.

DOT requires parking data from Providers in order to analyze parking revenues and demand and to enforce parking restrictions, such as time limits and meter payments. These uses ultimately inform parking policies and practices that support the City’s Parking Principles (Resolution No. 84664 CMS) and shape a more equitable mobility system.

In providing DOT with parking data, DOT can ensure that parking rates are accurately charged to parkers and that the City receives accurate parking payments, particularly from numbered block zones in demand-responsive parking program areas. In these areas, meter rates change by time of day and block; without seeing the zones in transaction data, DOT would not be able to program these specific areas’ rates or confirm the accuracy of Providers’ rates in reconciliations and audits.

2. Authorized Use

Only designated DOT and Finance Department staff will have access to data received from Providers. This data will be used solely to analyze parking revenues and demand, enforce parking restrictions, and shape parking policies and practices.

Parking policies and practices are intended to support the City’s Parking Principles (Resolution No. 84664 CMS) and shape a more equitable mobility system. Specific applications of mobile parking payment data that supports this effort may include, but are not limited to:

- a) Estimating parking demand, occupancy, and revenues
- b) Evaluating parking payment options
- c) Monitoring demand-responsive parking areas and compliance
- d) Reconciling payment transactions with total parking revenues received
- e) Promoting compliance and enforcing parking restrictions, permits, and payment

3. Data Collection

DOT does not collect mobile parking payment data. Mobile parking payment users generate data by making transactions. This dataset would include parking date and start and stop times, customer information like a phone number or email address, credit card numbers, payment amounts, transaction fees for the Providers, and “zones” corresponding to parking location. The Providers then collect this data in order to process the financial transactions. A subset of this data is then aggregated and shared with DOT for financial and parking analyses. Parking data may be summarized by zone, date, hour, transaction type, device type, parking duration, or amount.

4. Data Access

Authorized staff may be from the DOT Parking and Mobility Division, the City’s Finance Department, and other City departments, divisions, or teams that help manage the parking system.

Data will be accessed through Providers’ online platforms. Authorized users of the online platforms will require a unique username and password. Any data shared outside the platform, such as through public records requests, will have first been anonymized, removing privacy risk, and will therefore not require strict access controls.

5. Data Protection

DOT will depend on each Provider to securely store, transmit, and audit transaction and user data per industry best practices. Because DOT has not yet procured the Providers, DOT staff does not yet know official data protection protocols that each Provider will use. DOT will require that every Provider has a secure gateway service for secure (encrypted) credit card data transmission to the City’s merchant account Provider. Additionally, Providers’ credit card data transmission will be required to provide a current certification through the Payment Card Industry Data Security Standards (PCI DSS). Major Providers such as ParkMobile, Passport, and PayByPhone maintain PCI DSS Level 1 certification.

6. Data Retention

Providers may store raw (unaggregated) parking payment transaction data for no more than two (2) years. If the contract between a Provider and DOT is severed, the Provider will be required to delete all raw parking payment transaction data collected in Oakland.

7. Public Access

The public may access anonymized data through public records requests. However, DOT will only release data in a highly aggregated and obfuscated form to the point where privacy risk is removed.

8. Third-Party Data-Sharing

This data will not be shared with unauthorized staff or non-City entities, unless obtained through public records requests.

9. Training

Each Provider will provide web-based or on-site training for authorized City staff. Staff will require every Provider to incorporate this use policy and related privacy policies and procedures into their operating procedures.

10. Audit and Oversight

DOT will require each Provider to provide a fully auditable mobile parking payment service. DOT staff will audit Providers through their respective back-end online data portals. General oversight of the Providers will be the responsibility of the Parking & Mobility Division Manager.

Providers' audits may vary depending on the services that they provide. The legally enforceable sanctions for violations of the policy include relevant administrative instructions as well as provisions in the Surveillance and Community Safety Ordinance.

11. Maintenance

Providers will maintain and manage all data generated through their respective app, website, and text message services.

Questions or comments concerning this draft Use Policy should be directed to Michael Ford, Division Manager, Parking and Mobility Division, via email at mford@oaklandca.gov or phone at (510) 238-7670.



MEMORANDUM

TO: LeRonne Armstrong,
Chief of Police

FROM: Kathryn Jones, Sergeant
OPD, Support Operations Division.

SUBJECT: Cellular Site Simulator –
2020 Annual Report

DATE: February 22, 2021

Background

Oakland Municipal Code (OMC) 9.64.040: Surveillance Technology “Oversight following City Council approval” requires that for each approved surveillance technology item, city staff must present a written annual surveillance report for Privacy Advisory Commission (PAC). After review by the Privacy Advisory Commission, city staff shall submit the annual surveillance report to the City Council. The PAC shall recommend to the City Council that:

- The benefits to the community of the surveillance technology outweigh the costs and that civil liberties and civil rights are safeguarded.
- That use of the surveillance technology cease; or
- Propose modifications to the corresponding surveillance use policy that will resolve the concerns.

Oakland Police Department (OPD) Department General Order (DGO) I-11: Cellular Site Simulator (CSS) Usage and Privacy, requires that OPD provide an annual report to the Chief of Police, the Privacy Advisory Commission (PAC), and Public Safety Committee. The information provided below is compliant these annual report requirements.

Sergeant Kathryn Jones is currently the CSS Program Coordinator.

2020 Data Points

- (a) The number of times cellular site simulator technology was requested: (1) One. One request was made, and permission was granted, however, the suspect was located prior to using the technology.
- (b) The number of times cellular site simulator technology was used: (0) Zero – the ‘request’ was to locate a homicide suspect, but the suspect was located by other means prior to any official notifications or required search warrants.
- (c) The number of times that agencies other than the Oakland Police Department received information from use of the equipment by the Oakland Police Department: (0) Zero. DGO I-11 does provide that OPD may share CSS data with other law enforcement agencies that have a right to know and a need to know¹, such as an inspector with the District Attorney’s Office. However, no CSS data would be downloaded, retained, or shared.

¹ DGO I-11 explains that a right to know is the legal authority to receive information pursuant to a court order, statutory law, or case law.

- (d) The number of times the Oakland Police Department received information from use of this equipment by other agencies: (0) Zero. OPD did not receive any data from use of this equipment by other agencies.
- (e) Information concerning any violation of this policy including any alleged violations of policy. (0) Zero. There were no policy violations.
- (f) Total costs for maintenance, licensing and training, if any. (\$0.00) Zero. OPD did not incur any maintenance, licensing, or training costs.
- (g) The results of any internal audits and if any corrective action was taken, subject to laws governing confidentiality of employment actions and personnel rules. (0) Zero. No audits were conducted due to no usage in 2020. In 2019, there was also no usage. No corrective action was needed.
- (h) The number of times the equipment was deployed: (0) Zero.

OPD is committed to providing the best services to our community while being transparent and instilling procedural justice through daily police activity. This report is compliance with these OPD commitments as well as the reporting requirements of Resolution 86585 C.M.S. OPD hopes that this report helps to strengthen our trust within the Oakland community.

Respectfully submitted,

Kathryn Jones, Sergeant
OPD, Support Operations Division

Reviewed by,
Drennon Lindsey, Deputy Chief
OPD, Bureau of Investigations

Paul Figueroa, Captain
OPD, Criminal Investigations Division

Joseph Turner, Acting Lieutenant
OPD, Bureau of Services

Prepared by:
Bruce Stoffmacher, Legislation and Privacy Manager
OPD, Research and Planning Unit



MEMORANDUM

TO: LeRonne Armstrong,
Chief of Police

FROM: Drennon Lindsey, Deputy Chief
OPD, Bureau of Investigations

SUBJECT: Live stream transmitter–
2020 Annual Report

DATE: March 15, 2021

Background

Oakland Municipal Code (OMC) 9.64.040: Surveillance Technology “Oversight following City Council approval” requires that for each approved surveillance technology item, city staff must present a written annual surveillance report for Privacy Advisory Commission (PAC). After review by the Privacy Advisory Commission, city staff shall submit the annual surveillance report to the City Council. The PAC shall recommend to the City Council that:

- The benefits to the community of the surveillance technology outweigh the costs and that civil liberties and civil rights are safeguarded.
- That use of the surveillance technology cease; or
- Propose modifications to the corresponding surveillance use policy that will resolve the concerns.

Oakland Police Department (OPD) I-23: Live Stream Transmitter Use Policy governs OPD’s use of Live Stream Transmitters; the policy was approved by the City Council on April 21, 2020 through Resolution No. 88099 C.M.S., as well as OMC 9.64.040, requires that OPD provide an annual report to the Chief of Police, the Privacy Advisory Commission (PAC), and the City Council. The information provided below is compliant with the annual report policy requirements of OMC 9.64.040 and DGO I-23.

Sergeant Inez Ramirez is currently the Live Stream / Video Team Program Coordinator.

2020 Annual Report Details

- A. A description of how the surveillance technology was used, including the type and quantity of data gathered or analyzed by the technology:

There were 11 requests in 2020. However, OPD only used the transmitters during seven incidents. In all these incidents, OPD utilized information such as open-source social media which indicated the likelihood of large gatherings with a potential for acts of violence and vandalism. The Report on Video Stream Usage August 28-29, 2020 report (shared with the PAC Chair and Chief Privacy Officer) shows that, “The organizer(s) posted language referring to “burning it down”. The recent protests and social media displaying similar language consistently resulted in acts of violence, vandalism, and scars on our downtown community. The “Report on Video Stream Usage: August 26, 2020” Report mentions that, “intelligence gathered from open-source social media indicated a large group of people were gathering for an anti-police protest in solidarity with protesters in Wisconsin. The social media posts spoke of violence on police officers and lighting fires in Oakland. Nationally, other agencies had seen days of violence starting on Aug 23, 2020 (the day of the

Wisconsin shooting¹). Since the George Floyd event, OPD has noted people coming to Oakland to mirror non-peaceful criminal behavior.”

- B. Whether and how often data acquired through the use of the surveillance technology was shared with outside entities, the name of any recipient entity, the type(s) of data disclosed, under what legal standard(s) the information was disclosed, and the justification for the disclosure(s):

Seven (total times used); DGO I-11 does provide that OPD may share live stream data with other law enforcement agencies that have a right to know and a need to know¹, such as an inspector with the District Attorney’s Office. However, no live stream data would be downloaded, retained, or shared with different agencies. Video was streamed into the EOC/DOC. Any supporting agency inside the EOC would have viewed the live stream. No live stream video was saved/downloaded at the EOC/DOC. No live stream video was shared with other law enforcement agency, unless they viewed it live on the screen at the EOC/DOC.

- C. Where applicable, a breakdown of what physical objects the surveillance technology hardware was installed upon; using general descriptive terms so as not to reveal the specific location of such hardware; for surveillance technology software, a breakdown of what data sources the surveillance technology was applied to:

The transmitters are attached to video cameras which are handheld by officers monitoring the events.

- D. Where applicable, a breakdown of where the surveillance technology was deployed geographically, by each police area in the relevant year:

The live stream transmitters were deployed in areas where the protests and marches occurred in parts of downtown Oakland.

- E. A summary of community complaints or concerns about the surveillance technology, and an analysis of the technology's adopted use policy and whether it is adequate in protecting civil rights and civil liberties:

OPD is not aware of community complaints regarding the use of live stream transmitters in 2020.

- F. The results of any internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response unless the release of such information is prohibited by law, including but not limited to confidential personnel file information:

OPD is not aware of any policy violations from use of the live stream transmitters. Usage for 2020 was reviewed/audited and no corrective actions were found to be needed. In 2019 there was also no corrective actions needed. Reviews of the usage confirm that video transmitted to the EOC and PAB was not recorded; therefore, there is zero data resulting from use. The technology only allowed real-time views of the hand-held video cameras.

¹ DGO I-23 explains that a right to know is the legal authority to receive information pursuant to a court order, statutory law, or case law.

- G. Information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response:

OPD is not aware of any data breaches.

- H. Information, including crime statistics, that helps the community assess whether the surveillance technology has been effective at achieving its identified purposes:

See 2020 Quarterly Crowd Control Events (Attachments A-D).

- I. Statistics and information about public records act requests regarding the relevant subject surveillance technology, including response rates:

There were no PRRs related to live stream transmitters in 2020.

- J. Total annual costs for the surveillance technology, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year:

One hundred thirty thousand dollars (\$130,000) in one-time purchase cost. OPD upgraded the video streaming system that was originally purchased in 2011. This included camera equipment, transmitters, receivers and software licensing.

The Oakland Police Department (OPD) will use funding from the 2017 JAG local allocation to fund technology upgrades (new computers and gunshot locator system cameras), and Department-wide training. OPD will use funding from the 2018 JAG local allocation to purchase equipment upgrades (portable high-definition video streaming technology and related software and helicopter maintenance), and to fund Community Police Academy training as well as other Department-wide training.

- K. Any requested modifications to the Surveillance Use Policy and a detailed basis for the request:

No requests for changes at this time.

OPD is committed to providing the best services to our community while being transparent and instilling procedural justice through daily police activity. This report is compliance with these OPD commitments as well as the reporting requirements of Resolution 86585 C.M.S. OPD hopes that this report helps to strengthen our trust within the Oakland community.

Respectfully submitted,

Drennon Lindsey, Deputy Chief
OPD, Bureau of Investigations

Reviewed by,
Randell Wingate, Captain
OPD, Support Operations Section

Prepared by:
Inez Ramirez, Sergeant
OPD, Bureau of Services, Information Technology Unit

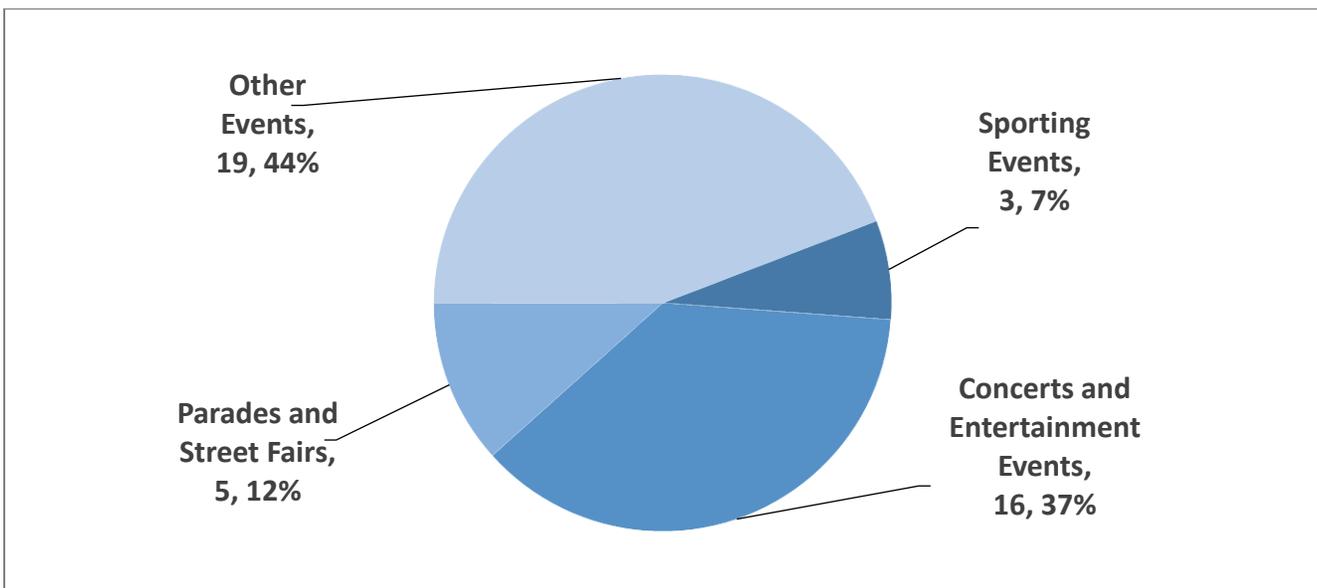
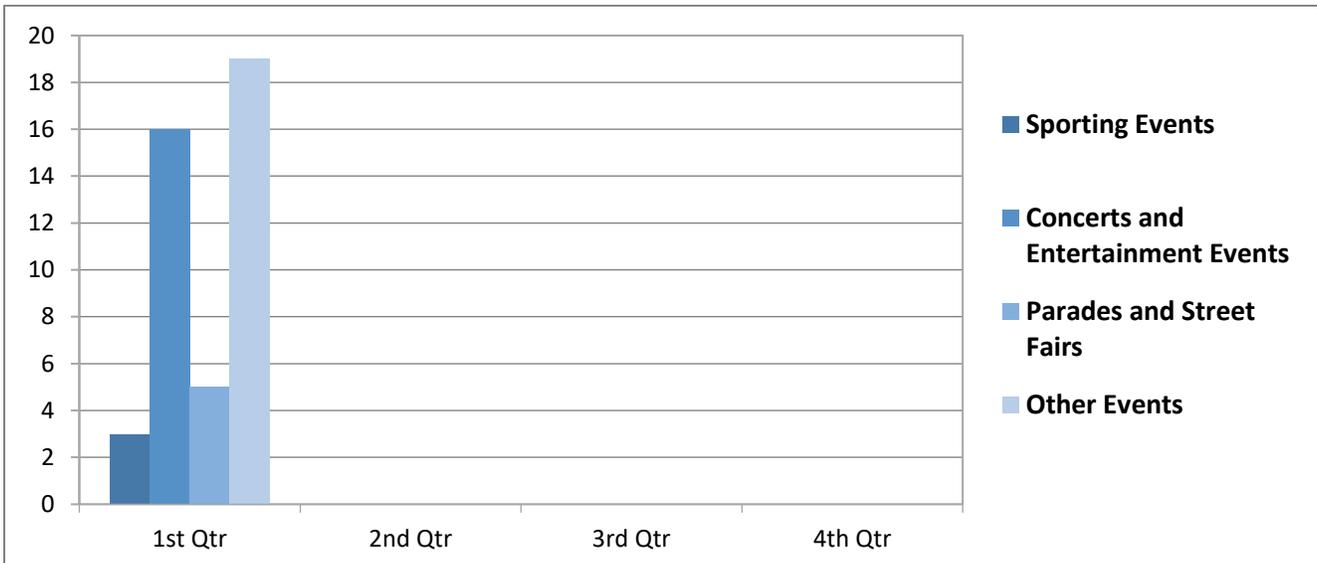
Bruce Stoffmacher, Legislation and Privacy Manager
OPD, Research and Planning Unit

Oakland Police Department

2020 1st Quarterly Crowd Control Report: **Reporting Period: 01 Jan 20 – 31 Mar 20**

This document is the 1st Quarterly report for all City of Oakland crowd control/management events of 2020.

2020					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events (Raiders/A's)	3	-	-	-	3
Concerts and Entertainment Events	16	-	-	-	16
Parades and Street Fairs	5	-	-	-	5
Other Events (Protests, Marches, Operations, etc.)	19	-	-	-	19
TOTAL EVENTS	43	-	-	-	43

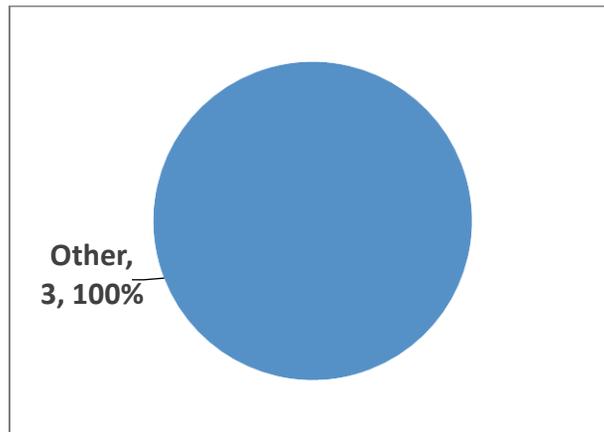


TOTAL PERFORMANCE DATA: 2020 Year in Review								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	3	14,000	18	0	0	0	0	0
Concerts and Entertainment Events	16	172,798	299	0	0	1	4	3
Parades and Street Fairs	5	57,500	158	0	2	0	0	0
Other Events	19	5,990	496	3	8	40	0	5
TOTALS	43	250,288	971	3	10	41	4	8

2019					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events (Raiders/Warriors/A's)	24	54	43	7	128
Concerts & Entertainment Events	14	13	11	12	50
Parades & Street Fairs	4	4	9	7	24
Other Events (Protests, Marches, Operations, etc.)	15	25	29	31	100
TOTAL EVENTS	57	96	92	57	302

TOTAL PERFORMANCE DATA: 2019								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	128	2,364,680	4,908	6	34	26	117	5
Concerts and Entertainment Events	50	626,590	1,183	1	14	2	35	1
Parades and Street Fairs	24	373,996	785	0	10	19	2	1
Other Events	100	57,067	3,563	9	112	698	0	30
TOTALS	302	3,422,333	10,439	16	170	745	154	37

SPORTING EVENTS: RAIDERS/A'S/Other



Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
18-Jan-20	Harlem Globetrotters	4,000	4	0	0	0	0	0
29-Feb-20	Oakland Roots Soccer	5,000	7	0	0	0	0	0
07-Mar-20	Oakland Roots Soccer	5,000	7	0	0	0	0	0
SPORTING EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		14,000	18	0	0	0	0	0

CONCERTS AND ENTERTAINMENT EVENTS

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
04-Jan-20	PBR - Pendleton Whiskey Velocity Tour	5,000	6	0	0	0	0	0
01-Feb-20	Monster Energy Super Cross	27,999	59	0	0	0	2	1
02-Feb-20	Monster Energy Super Cross	27,999	59	0	0	0	0	0
08-Feb-20	WWE Live	4,500	5	0	0	0	0	0
14-Feb-20	Valentine's Love Jam	6,500	8	0	0	0	0	0
15-Feb-20	Pancho Barazza y Gerardo Coronel Concr.	4,000	5	0	0	1	1	1
15-Feb-20	Monster Jam	27,000	55	0	0	0	0	0
16-Feb-20	Monster Jam	27,000	55	0	0	0	0	0
21-Feb-20	NAS & Wu-Tang Concert	5,000	6	0	0	0	1	1
22-Feb-20	The Fabulously Funny Comedy Festival	4,800	8	0	0	0	0	0

26-Feb-20	Disney on Ice	3,000	4	0	0	0	0	0
27-Feb-20	Disney on Ice	3,000	4	0	0	0	0	0
28-Feb-20	Disney on Ice	3,500	4	0	0	0	0	0
29-Feb-20	Disney on Ice	6,000	4	0	0	0	0	0
01-Mar-20	Disney on Ice	6,000	4	0	0	0	0	0
06-Mar-20	Kiss Concert	11,500	13	0	0	0	0	0
CONCERTS AND ENTERTAINMENT EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		172,798	299	0	0	1	4	3

PARADES AND STREET FAIRS

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
03-Jan-20	First Friday	10,000	41	0	2	0	0	0
25-Jan-20	Oakland A's Fan Fest	20,000	18	0	0	0	0	0
07-Feb-20	First Friday	10,000	39	0	0	0	0	0
23-Feb-20	Black Joy Parade	7,500	21	0	0	0	0	0
06-Mar-20	First Friday	10,000	39	0	0	0	0	0
PARADES AND STREET FAIRS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		57,500	158	0	2	0	0	0

OTHER EVENTS: PROTESTS, MARCHES, ETC.

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
05-Jan-20	Sideshow Operation	140	20	1	1	2	0	0
07-Jan-20	Moms 4 Housing (SB 50)	175	6	0	0	0	0	0
12-Jan-20	Sideshow Operation	200	40	0	1	6	0	0
13-Jan-20	Moms 4 Housing	150	1	0	0	0	0	0
17-Jan-20	Reclaim MLK's Radical Legacy Weekend Rally	200	2	0	0	0	0	0
18-Jan-20	Oakland Women's March	3,000	123	0	0	0	0	0
19-Jan-20	Sideshow Operation	200	34	0	1	4	0	1
20-Jan-20	Reclaim MLK's Radical Legacy March	500	58	0	0	0	0	0
24-Jan-20	March For Life	40	6	0	0	0	0	0
05-Feb-20	ATU Local 192 Rally	100	2	0	0	0	0	0

Attachment A

13-Feb-20	All Above All Rally	35	5	0	0	0	0	0
15-Feb-20	Sideshow Operation	200	24	1	1	2	0	0
16-Feb-20	Sideshow Operation	150	31	0	0	5	0	0
23-Feb-20	Sideshow Operation	100	19	1	0	2	0	0
28-Feb-20	Stop the Money Pipeline at Chase Day of Action	100	8	0	0	0	0	0
08-Mar-20	Sideshow Operation	100	29	0	0	3	0	0
21-Mar-20	Sideshow Operation	100	32	0	1	2	0	0
23-Mar-20	Kaiser Nurses Protest	50	8	0	0	0	0	0
29-Mar-20	Sideshow Operation	450	48	0	3	14	0	4
OTHER EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		5,990	496	3	8	40	0	5

TOTAL PERFORMANCE DATA: 2020 1st Quarter	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
	250,288	971	3	10	41	4	8

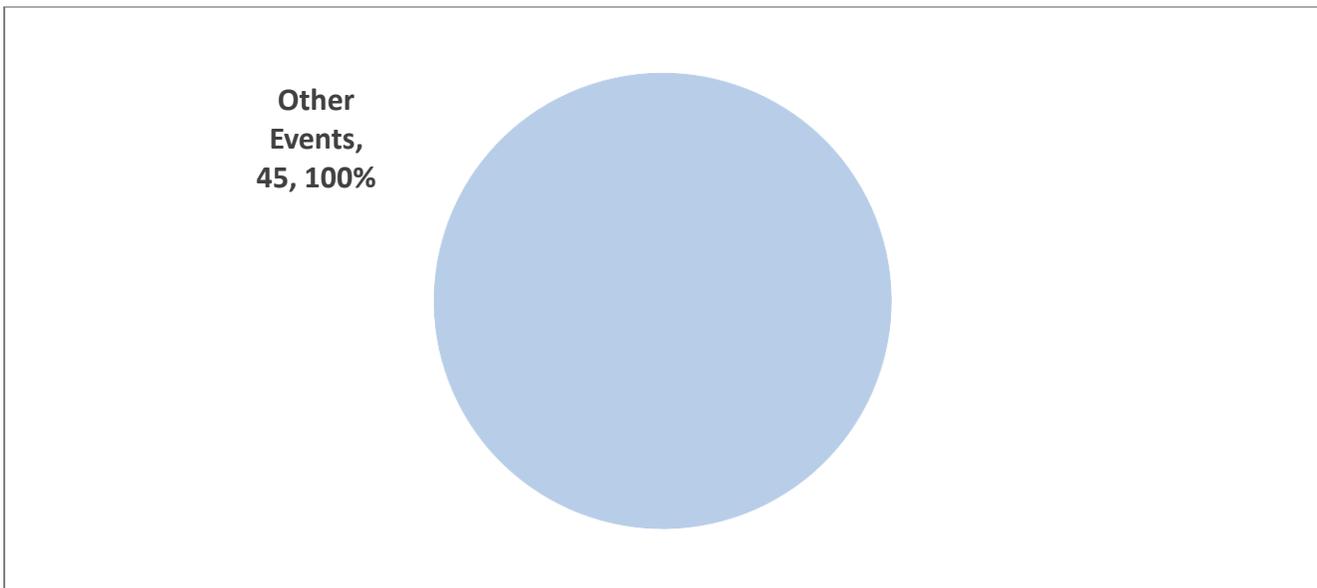
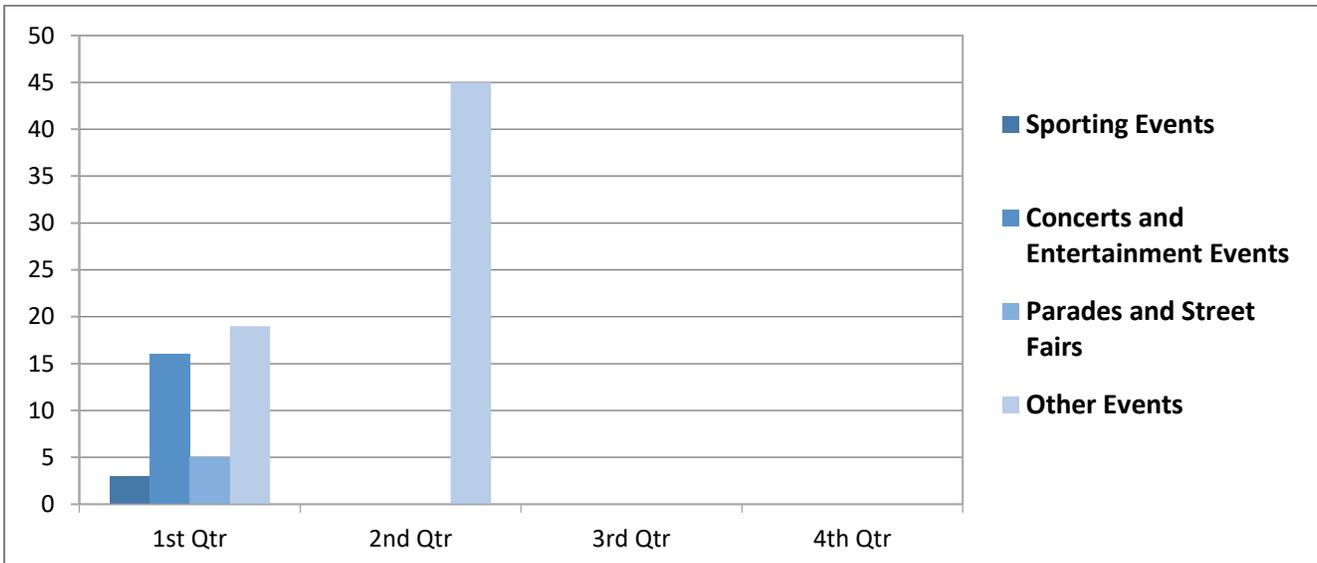
*Attended numbers are estimates

Oakland Police Department

2020 2nd Quarterly Crowd Control Report: Reporting Period: 01 Apr 20 – 30 Jun 20

This document is the 2nd Quarterly report for all City of Oakland crowd control/management events of 2020.

2020					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events	3	0	-	-	3
Concerts and Entertainment Events	16	0	-	-	16
Parades and Street Fairs	5	0	-	-	5
Other Events (Protests, Marches, Operations, etc.)	19	45	-	-	64
TOTAL EVENTS	43	45	-	-	88



TOTAL PERFORMANCE DATA: 2020 Year in Review								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	3	14,000	18	0	0	0	0	0
Concerts and Entertainment Events	16	172,798	299	0	0	1	4	3
Parades and Street Fairs	5	57,500	158	0	2	0	0	0
Other Events	64	60,550	4,729	57	320	116	0	495
TOTALS	88	304,848	5,204	57	322	117	4	498

2019					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events (Raiders/Warriors/A's)	24	54	43	7	128
Concerts & Entertainment Events	14	13	11	12	50
Parades & Street Fairs	4	4	9	7	24
Other Events (Protests, Marches, Operations, etc.)	15	25	29	31	100
TOTAL EVENTS	57	96	92	57	302

TOTAL PERFORMANCE DATA: 2019								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	128	2,364,680	4,908	6	34	26	117	5
Concerts and Entertainment Events	50	626,590	1,183	1	14	2	35	1
Parades and Street Fairs	24	373,996	785	0	10	19	2	1
Other Events	100	57,067	3,563	9	112	698	0	30
TOTALS	302	3,422,333	10,439	16	170	745	154	37

SPORTING EVENTS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
SPORTING EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

CONCERTS AND ENTERTAINMENT EVENTS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
CONCERTS AND ENTERTAINMENT EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

PARADES AND STREET FAIRS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
PARADES AND STREET FAIRS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

OTHER EVENTS: PROTESTS, MARCHES, ETC.

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
4-Apr-20	Sideshow Operation	0	42	0	0	2	0	0
11-Apr-20	Sideshow Operation	0	40	0	0	1	0	0
16-Apr-20	Ride on SRJ Car Rally COVID-19 Release	200	38	0	0	0	0	0

Attachment B

18-Apr-20	Sideshow Operation	150	35	0	0	3	0	0
19-Apr-20	Sideshow Operation	0	31	0	0	1	0	0
20-Apr-20	Protest Against the City's Response to COVID-19 & the Crisis for Unhoused Residents	15	24	0	0	0	0	0
25-Apr-20	Sideshow Operation	0	37	0	0	1	0	1
26-Apr-20	Sideshow Operation	Unk	31	0	2	10	0	0
01-May-20	May Day Event	500	124	0	0	0	0	0
02-May-20	Sideshow Operation	20	41	0	0	0	0	0
03-May-20	Sideshow Operation	30	46	0	0	6	0	0
09-May-20	Sideshow Operation	300	36	0	1	2	0	1
10-May-20	Sideshow Operation	Unk	39	1	3	0	0	0
16-May-20	Sideshow Operation	40	36	0	0	0	0	0
17-May-20	Sideshow Operation	100	42	0	3	8	0	0
22-May-20	Demonstration - RE: Rooms for the Unsheltered	20	4	0	0	0	0	0
23-May-20	Demonstration - RE: Rooms for the Unsheltered	20	4	0	0	0	0	0
23-May-20	Sideshow Operation	0	31	0	0	1	0	0
24-May-20	Sideshow Operation	150	44	0	2	5	0	1
28-May-20	March for George Floyd: Black Lives Matter	60	0	0	0	0	0	0
29-May-20	FTP Demonstration, Vengeance for George Floyd Minneapolis Solidarity Demonstration and any additional activity	7500	219	2	25	0	0	210
30-May-20	Justice & Solidarity for George Floyd Demonstration and any additional activity	500	374	1	22	0	0	141
31-May-20	Lake Merritt Demonstration, Justice for George Floyd Demonstration, and any additional activity	5,000	387	8	79	0	0	82
01-Jun-20	George Floyd Solidarity March: Oakland Tech and any additional activity	15,000	396	13	165	0	0	45
02-Jun-20	Justice for George Floyd: By Any Means Necessary and any additional activity	600	398	27	4	0	0	4
03-Jun-20	APTP F**K Your Curfew Demonstration and any additional activity	8,000	392	0	0	0	0	0
04-Jun-20	End Police Brutality: George Floyd Demonstration, BAMN Demonstration, and any additional activity	500	176	2	0	0	0	0

Attachment B

05-Jun-20	Lifting Up Black Lives Event, BAMN Demonstration, and any additional activity	500	80	0	0	0	0	0
06-Jun-20	Sideshow Operation (and monitoring demonstrations)	0	98	0	0	3	0	0
07-Jun-20	Black Lives Matter Solidarity Bike Ride and any additional activity	3,000	82	0	0	0	0	0
07-Jun-20	Sideshow Operation	100	82	0	3	2	0	0
08-Jun-20	Police Brutality Demonstration, Justice for Erik Salgado Demonstration, BAMN Demonstration, and any additional activity	500	169	0	0	0	0	0
10-Jun-20	Defund OPD Demonstration & March to Mayor's Home	400	33	0	0	0	0	0
12-Jun-20	McDonald's response to positive COVID-19 test results of employees	25	1	0	0	0	0	0
12-Jun-20	FTP Speak Out (Erik Salgado)	200	65	0	0	1	0	4
13-Jun-20	Sideshow Deployment	Unk	58	0	2	2	0	1
14-Jun-20	Rally and March in Solidarity with Atlanta	250	110	0	0	0	0	0
17-Jun-20	Defund OPD Rally	150	0	0	0	0	0	0
17-Jun-20	Black and Brown Solidarity March	500	30	0	0	0	0	0
19-Jun-20	"Juneteenth" Events	10,000	222	0	0	0	0	0
20-Jun-20	Black Kings March & Peaceful Demonstration	30	1	0	0	0	0	0
20-Jun-20	Sideshow Operation	100	41	0	0	16	0	0
21-Jun-20	Sideshow Operation	0	32	0	1	2	0	0
27-Jun-20	Sideshow Operation	100	31	0	0	9	0	0
28-Jun-20	Sideshow Operation	0	31	0	0	1	0	0
OTHER EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		54,560	4,233	54	312	76	0	490

TOTAL PERFORMANCE DATA: 2020 2nd Quarter	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
	54,560	4,233	54	312	76	0	490

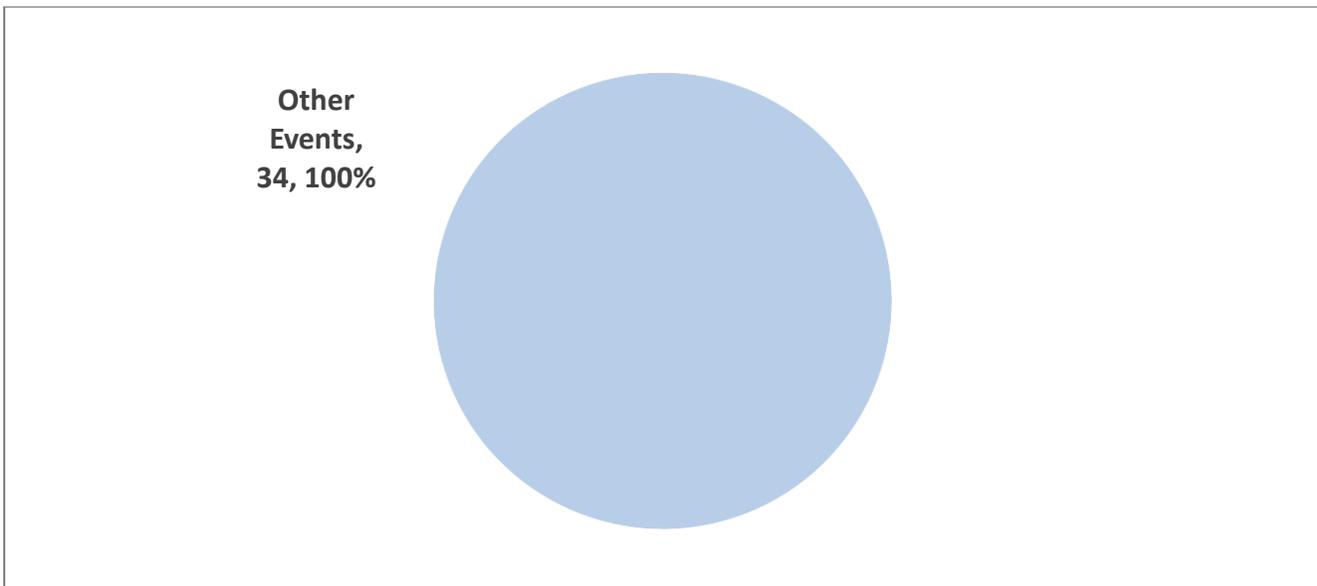
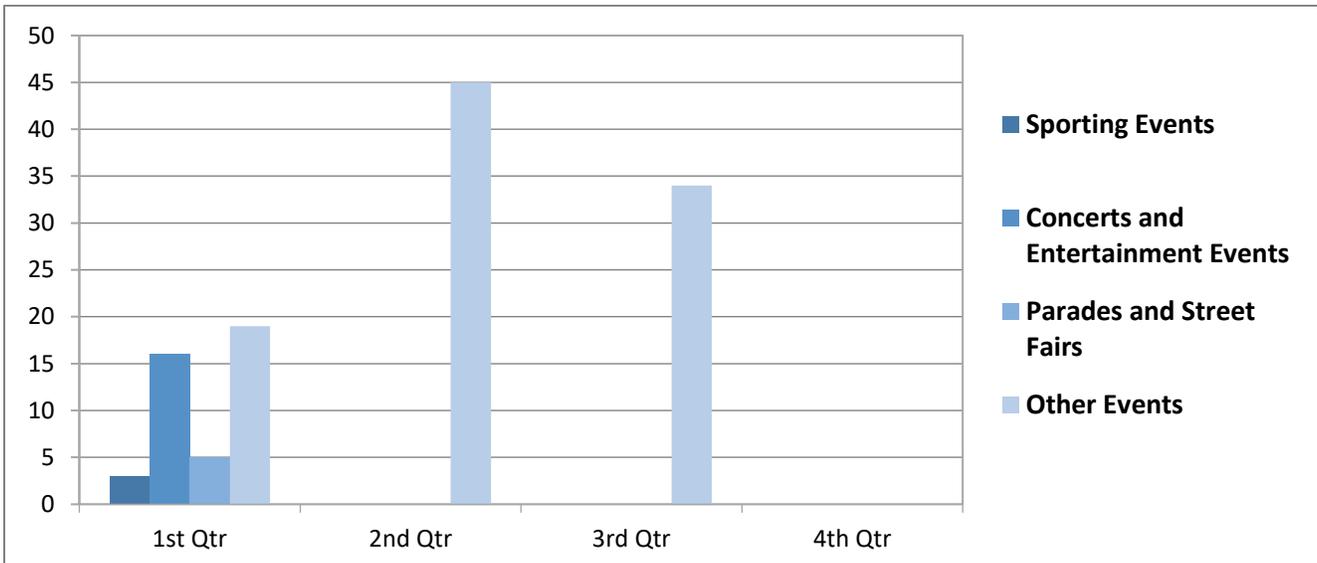
*Attended numbers are estimates

Oakland Police Department

2020 3rd Quarterly Crowd Control Report: **Reporting Period: 01 Jul 20 – 30 Sep 20**

This document is the 3rd Quarterly report for all City of Oakland crowd control/management events of 2020.

2020					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events	3	0	0	-	3
Concerts and Entertainment Events	16	0	0	-	16
Parades and Street Fairs	5	0	0	-	5
Other Events (Protests, Marches, Operations, etc.)	19	45	34	-	98
TOTAL EVENTS	43	45	34	-	122



TOTAL PERFORMANCE DATA: 2020 Year in Review								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	3	14,000	18	0	0	0	0	0
Concerts and Entertainment Events	16	172,798	299	0	0	1	4	3
Parades and Street Fairs	5	57,500	158	0	2	0	0	0
Other Events	98	71,307	7,512	60	361	140	0	518
TOTALS	122	315,605	7,987	60	363	141	4	521

2019					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events (Raiders/Warriors/A's)	24	54	43	7	128
Concerts & Entertainment Events	14	13	11	12	50
Parades & Street Fairs	4	4	9	7	24
Other Events (Protests, Marches, Operations, etc.)	15	25	29	31	100
TOTAL EVENTS	57	96	92	57	302

TOTAL PERFORMANCE DATA: 2019								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	128	2,364,680	4,908	6	34	26	117	5
Concerts and Entertainment Events	50	626,590	1,183	1	14	2	35	1
Parades and Street Fairs	24	373,996	785	0	10	19	2	1
Other Events	100	57,067	3,563	9	112	698	0	30
TOTALS	302	3,422,333	10,439	16	170	745	154	37

SPORTING EVENTS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
SPORTING EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

CONCERTS AND ENTERTAINMENT EVENTS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
CONCERTS AND ENTERTAINMENT EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

PARADES AND STREET FAIRS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
PARADES AND STREET FAIRS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

OTHER EVENTS: PROTESTS, MARCHES, ETC.

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
4-Jul-20	July 4th Operation	5,000	145	0	1	1	0	0
05-Jul-20	Sideshow Operation	100	35	0	2	0	0	0
11-Jul-20	Sideshow Operation	0	31	0	0	0	0	0
12-Jul-20	Sideshow Operation	0	37	0	2	0	0	1
18-Jul-20	Sideshow Operation	0	26	0	0	0	0	0
19-Jul-20	Sideshow Operation	200	36	0	1	0	0	0

Attachment C

25-Jul-20	Solidarity for Portland Demonstration	600	197	0	3	1	0	2
26-Jul-20	Sideshow Operation	0	47	0	0	2	0	0
01-Aug-20	Solidarity with Portland Demonstration	50	209	0	0	0	0	0
02-Aug-20	Sideshow Operation	20	41	0	0	1	0	0
08-Aug-20	Solidarity for Portland Demonstration	0	86	0	0	0	0	0
09-Aug-20	Sideshow Operation	50	31	0	2	3	0	1
09-Aug-20	Sideshow Operation	200	48	0	0	2	0	1
15-Aug-20	Sideshow Operation	25	58	0	1	0	0	1
16-Aug-20	Sideshow Operation	50	61	0	0	1	0	0
22-Aug-20	Sideshow Operation	500	36	1	2	5	0	0
23-Aug-20	Sideshow Operation	0	31	0	3	0	0	0
24-Aug-20	Justice for Jacob Blake Demonstration	50	6	0	0	0	0	0
26-Aug-20	Justice for Jacob Blake / Solidarity with Kenosha	600	244	1	1	1	0	1
28-Aug-20	Justice for Jacob Blake Demonstration	250	339	0	13	3	0	9
29-Aug-20	Mourn the Dead, Fight for the Living Demonstration	200	338	1	6	1	0	4
05-Sep-20	Sideshow Operation	40	26	0	0	2	0	0
06-Sep-20	Sideshow Operation	50	37	0	0	0	0	0
06-Sep-20	Speak Out at Mayor's Demonstration	75	37	0	0	0	0	0
12-Sep-20	Sideshow Operation	0	29	0	0	0	0	0
13-Sep-20	Sideshow Operation	0	20	0	0	0	0	0
19-Sep-20	Sideshow Operation	2,000	29	0	0	0	0	0
20-Sep-20	Sideshow Operation	10	24	0	0	0	0	0
23-Sep-20	Justice for Breonna Taylor Demonstration	300	75	0	0	0	0	0
24-Sep-20	Our Lives Matter: Stop Killing Black Women and Girls Demonstration	100	3	0	0	0	0	0
25-Sep-20	Solidarity with Louisville Demonstration	250	328	0	4	0	0	3
26-Sep-20	Sideshow Operation	0	31	0	0	0	0	0
27-Sep-20	Sideshow Operation	0	37	0	0	1	0	0
30-Sep-20	NAGE Local 510 Picket at Frank Ogawa Plaza	60	2	0	0	0	0	0
OTHER EVENTS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
TOTALS		10,780	2,760	3	41	24	0	23

TOTAL PERFORMANCE DATA: 2020 3rd Quarter	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
	10,780	2,760	3	41	24	0	23

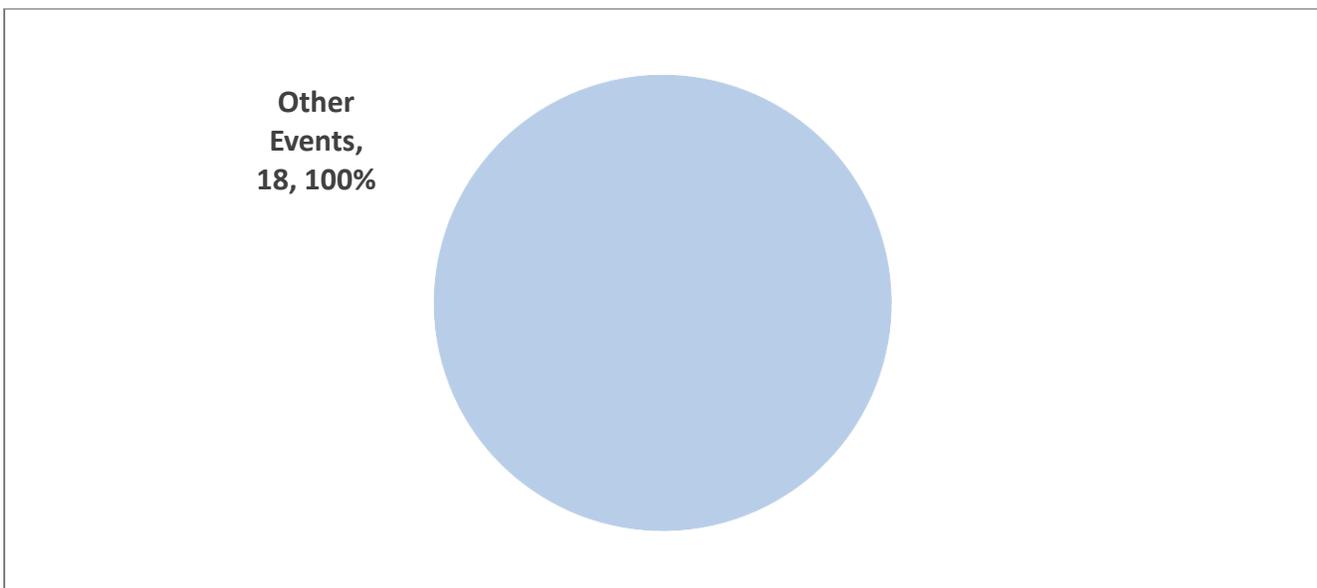
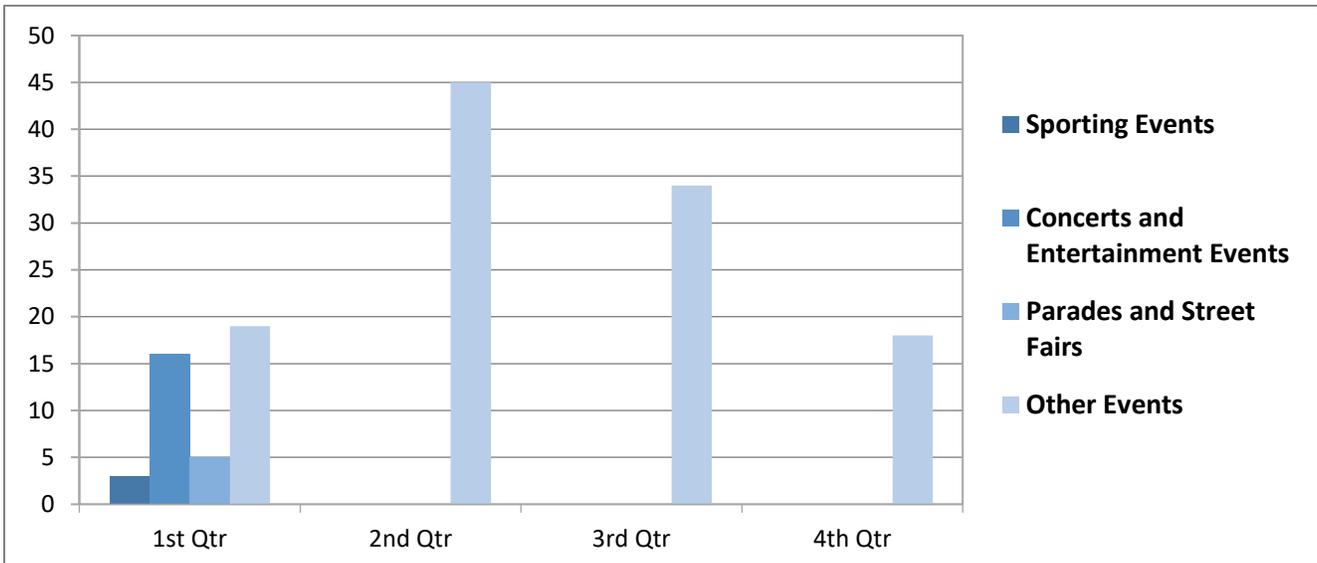
*Attended numbers are estimates

Oakland Police Department

2020 4th Quarterly Crowd Control Report: **Reporting Period: 01 Oct 20 – 31 Dec 20**

This document is the 4th Quarterly report for all City of Oakland crowd control/management events of 2020.

2020					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events	3	0	0	0	3
Concerts and Entertainment Events	16	0	0	0	16
Parades and Street Fairs	5	0	0	0	5
Other Events (Protests, Marches, Operations, etc.)	19	45	34	18	116
TOTAL EVENTS	43	45	34	18	140



TOTAL PERFORMANCE DATA: 2020 Year in Review								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	3	14,000	18	0	0	0	0	0
Concerts and Entertainment Events	16	172,798	299	0	0	1	4	3
Parades and Street Fairs	5	57,500	158	0	2	0	0	0
Other Events	116	72,664	8,760	63	398	147	0	525
TOTALS	140	316,962	9,235	63	400	148	4	528

2019					
Event Type	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Sporting Events (Raiders/Warriors/A's)	24	54	43	7	128
Concerts & Entertainment Events	14	13	11	12	50
Parades & Street Fairs	4	4	9	7	24
Other Events (Protests, Marches, Operations, etc.)	15	25	29	31	100
TOTAL EVENTS	57	96	92	57	302

TOTAL PERFORMANCE DATA: 2019								
Event Type	Events	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
Sporting Events	128	2,364,680	4,908	6	34	26	117	5
Concerts and Entertainment Events	50	626,590	1,183	1	14	2	35	1
Parades and Street Fairs	24	373,996	785	0	10	19	2	1
Other Events	100	57,067	3,563	9	112	698	0	30
TOTALS	302	3,422,333	10,439	16	170	745	154	37

SPORTING EVENTS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
SPORTING EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

CONCERTS AND ENTERTAINMENT EVENTS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
CONCERTS AND ENTERTAINMENT EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

PARADES AND STREET FAIRS: N/A

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
PARADES AND STREET FAIRS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		0	0	0	0	0	0	0

OTHER EVENTS: PROTESTS, MARCHES, ETC.

Date	Event Type	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
3-Oct-20	Sideshow Operation	0	27	0	0	0	0	0
4-Oct-20	Sideshow Operation	0	30	0	0	0	0	0
8-Oct-20	Press Conf. to Urge Police Commission on OPD UOF	22	2	0	0	0	0	0
10-Oct-20	Sideshow Operation	25	30	0	0	2	0	0
11-Oct-20	Sideshow Operation	250	32	0	0	2	0	0
17-Oct-20	Sideshow Operation	10	58	0	3	0	0	1
18-Oct-20	Sideshow Operation	0	68	0	1	0	0	0
24-Oct-20	Sideshow Operation	100	22	0	0	0	0	0
25-Oct-20	Sideshow Operation	0	24	0	1	2	0	0
3-Nov-20	Election Related Demonstrations and any additional activity	100	336	1	19	0	0	2
4-Nov-20	Count Every Vote: Defend Democracy Rally	400	15	0	0	0	0	0
4-Nov-20	Election Related Demonstrations and any additional activity	N/A	336	2	9	0	0	2
6-Nov-20	United Front Against Displacement Rally	20	32	0	0	0	0	0
7-Nov-20	Sideshow Operation	100	37	0	0	0	0	0
14-Nov-20	Sideshow Operation	30	73	0	0	0	0	0
19-Dec-20	Sideshow Operation	200	24	0	0	0	0	0
27-Dec-20	Sideshow Operation	100	16	0	0	0	0	0
31-Dec-20	NYE Operation	N/A	86	0	4	1	0	2
OTHER EVENTS TOTALS		*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
		1,357	1,248	3	37	7	0	7

TOTAL PERFORMANCE DATA: 2020 4th Quarter	*Attended	OPD	Complaints	Arrests	Citations	Ejections	Uses of Force
	1,357	1,248	3	37	7	0	7

*Attended numbers are estimates



MEMORANDUM

TO: LeRonne Armstrong,
Chief of Police

FROM: Drennon Lindsey, Deputy Chief
OPD, Bureau of Investigations

SUBJECT: Mobile Identification Devices
– 2020 Annual Report

DATE: March 19, 2021

Background

Oakland Municipal Code (OMC) 9.64.040: Surveillance Technology “Oversight following City Council approval” requires that for each approved surveillance technology item, city staff must present a written annual surveillance report for Privacy Advisory Commission (PAC). After review by the PAC, city staff shall submit the annual surveillance report to the City Council. The PAC shall recommend to the City Council that:

- The benefits to the community of the surveillance technology outweigh the costs and that civil liberties and civil rights are safeguarded.
- That use of the surveillance technology cease; or
- Propose modifications to the corresponding surveillance use policy that will resolve the concerns.

The City Council approved the Oakland Police Department (OPD) Department General Order (DGO) I-21: Mobile Identification Devices (MID) via Resolution 88095 C.M.S. on April 7, 2020; DGO I-21 requires that OPD provide an annual report to the Chief of Police, the Privacy Advisory Commission (PAC), and the City Council. The information provided below is compliant with OMC 9.64 and the annual report policy requirements.

The Surveillance Impact Report that accompanied the DGO I-21, reviewed by the PAC, explained that the Alameda County Sheriff’s Office (ACSO) will provide MID devices to OPD and will accept all costs to furnish OPD with MID devices. As of the date of this report, OPD has received the MIDs but has not yet implemented program use due to numerous other priorities, especially since the beginning of the global Coronavirus Pandemic. OPD plans to implement the technology later in 2021.

OPD is still in the process of determining the most appropriate MID Technology Program Coordinator.

2020 Annual Report Details

- A. A description of how the surveillance technology was used, including the type and quantity of data gathered or analyzed by the technology:

Mobile ID was not used by OPD in 2020.

- B. Whether and how often data acquired through the use of the surveillance technology was shared with outside entities, the name of any recipient entity, the type(s) of data disclosed, under what legal standard(s) the information was disclosed, and the justification for the disclosure(s):

There was no Mobile ID technology data generated as the technology was not used in 2020.

- C. Where applicable, a breakdown of what physical objects the surveillance technology hardware was installed upon; using general descriptive terms so as not to reveal the specific location of such hardware; for surveillance technology software, a breakdown of what data sources the surveillance technology was applied to:

n/a

- D. Where applicable, a breakdown of where the surveillance technology was deployed geographically, by each police area in the relevant year:

The technology was not deployed in Oakland in 2020.

- E. A summary of community complaints or concerns about the surveillance technology, and an analysis of the technology's adopted use policy and whether it is adequate in protecting civil rights and civil liberties:

There were no community complaints in 2020.

- F. The results of any internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response unless the release of such information is prohibited by law, including but not limited to confidential personnel file information:

There were no audits as the technology has not been deployed. There were no policy violations.

- G. Information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response:

There were no MID technology data breaches.

- H. Information, including crime statistics, that helps the community assess whether the surveillance technology has been effective at achieving its identified purposes:

There is no crime statistics relevant to MID due to zero usage.

- I. Statistics and information about public records act requests regarding the relevant subject surveillance technology, including response rates:

There were no PRRs related to MID in 2020.

- J. Total annual costs for the surveillance technology, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year:

Zero cost; ALCO provides the MIDs to OPD and covers maintenance costs.

- K. Any requested modifications to the Surveillance Use Policy and a detailed basis for the request:

No requests for changes at this time.

OPD is committed to providing the best services to our community while being transparent and instilling procedural justice through daily police activity. This report is compliance with these OPD commitments as well as the reporting requirements of OMC 9.64.040. OPD hopes that this report helps to strengthen our trust within the Oakland community.

Respectfully submitted,

Drennon Lindsey, Deputy Chief,
OPD, Bureau of Investigations

Reviewed by,
Angelica Mendoza, Deputy Chief,
OPD, Bureau of Risk Management

Joseph Turner, Acting Lieutenant
OPD, Research and Planning Unit

Prepared by:
Bruce Stoffmacher, Legislation and Privacy Manager
OPD, Research and Planning Unit

David Pullen, Officer
OPD, Information Technology Unit



MEMORANDUM

TO: LeRonne Armstrong,
Chief of Police

FROM: Acting Captain Rosin

SUBJECT: Pursuit Mitigation System –
2020 Annual Report

DATE: February 22, 2021

Background

Oakland Municipal Code (OMC) 9.64.040: Surveillance Technology “Oversight following City Council approval” requires that for each approved surveillance technology item, city staff must present a written annual surveillance report for Privacy Advisory Commission (PAC). After review by the Privacy Advisory Commission, city staff shall submit the annual surveillance report to the City Council. The PAC shall recommend to the City Council that:

- The benefits to the community of the surveillance technology outweigh the costs and that civil liberties and civil rights are safeguarded.
- That use of the surveillance technology cease; or
- Propose modifications to the corresponding surveillance use policy that will resolve the concerns.

Oakland Police Department (OPD) Department General Order (DGO) I-22: Pursuit Mitigation System requires that OPD provide an annual report to the Chief of Police, the Privacy Advisory Commission (PAC), and Public Safety Committee. The information provided below is compliant with the annual report policy requirements of DGO I-22 as well as OMC 9.64.040.

Acting Captain Rosin, Bureau of Field Operations I, Area 2, is currently the Pursuit Mitigation System Coordinator.

DGO I-22 explains that “StarChase,” a private company, manufactures and supports its Pursuit Mitigation GPS Tag Tracking System. The “StarChase” system is a pursuit management technology that contains a miniature GPS tag and a launcher mounted in a police vehicle. The GPS Tag and Track Launcher System are comprised of a less-than-lethal, dual barrel GPS launcher which contains two GPS Tags (1 per barrel) mounted in the vehicle grille or on a push bumper. The launcher is equipped with compressed air and an eye-safe laser for assisting with targeting before launching the GPS Tag.

As of January 31, 2021, OPD has not deployed any GPS tags for pursuit mitigation or tracking purposes. OPD has acquired an initial system but there has been no deployment as of the production of this report – only initial training. OPD does anticipate initiating a further deployment of the system in the coming year.

2020 Annual Report Details

- A. A description of how the surveillance technology was used, including the type and quantity of data gathered or analyzed by the technology:

No actual police use beyond initial training.

- B. Whether and how often data acquired through the use of the surveillance technology was shared with outside entities, the name of any recipient entity, the type(s) of data disclosed, under what legal standard(s) the information was disclosed, and the justification for the disclosure(s):

There was no Pursuit Mitigation System technology data generated as the technology was not used in 2020.

- C. Where applicable, a breakdown of what physical objects the surveillance technology hardware was installed upon; using general descriptive terms so as not to reveal the specific location of such hardware; for surveillance technology software, a breakdown of what data sources the surveillance technology was applied to:

n/a

- D. Where applicable, a breakdown of where the surveillance technology was deployed geographically, by each police area in the relevant year:

The technology was not deployed in Oakland in 2020.

- E. A summary of community complaints or concerns about the surveillance technology, and an analysis of the technology's adopted use policy and whether it is adequate in protecting civil rights and civil liberties:

OPD is not aware of any community complaints in 2020.

- F. The results of any internal audits, any information about violations or potential violations of the Surveillance Use Policy, and any actions taken in response unless the release of such information is prohibited by law, including but not limited to confidential personnel file information:

There were no audits as the technology has not been deployed. There were no policy violations.

- G. Information about any data breaches or other unauthorized access to the data collected by the surveillance technology, including information about the scope of the breach and the actions taken in response:

There were no Pursuit Mitigation System technology data breaches.

- H. Information, including crime statistics, that helps the community assess whether the surveillance technology has been effective at achieving its identified purposes:

There is no crime statistics relevant to Pursuit Mitigation System technology, due to zero usage.

- I. Statistics and information about public records act requests regarding the relevant subject surveillance technology, including response rates:

There were no PRRs related to Pursuit Mitigation System technology in 2020.

- J. Total annual costs for the surveillance technology, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year:

OPD anticipates that the annual cost – once deployed – will be approximately \$30,000 annually for unlimited data and mapping service. This expense will be supported from OPD's database subscription account.

- K. Any requested modifications to the Surveillance Use Policy and a detailed basis for the request:

No requests for changes at this time.

OPD is committed to providing the best services to our community while being transparent and instilling procedural justice through daily police activity. This report is compliance with these OPD commitments as well as the reporting requirements of OMC 9.64.040. OPD hopes that this report helps to strengthen our trust within the Oakland community.

Respectfully submitted,

Robert Rosin, Acting Captain
OPD, Bureau of Field Operations 1, Area 2

Reviewed by,
Drennon Lindsey, Deputy Chief
OPD, Bureau of Services

Joseph Turner, Acting Lieutenant
OPD, Bureau of Services

Prepared by:
Bruce Stoffmacher, Legislation and Privacy Manager
OPD, Research and Planning Unit