



Reimagining Public Safety Task Force

REIMAGINING PUBLIC SAFETY TASK FORCE SPECIAL MEETING

Thursday, March 11, 2021
6:00 PM

District 1 - Margaret Fine	Youth Commission - Nayo Polk
District 2 - Sarah Abigail Ejigu	Police Review Commission - Nathan Mizell
District 3 - boona cheema	Mental Health Commission - Edward Opton
District 4 - Paul Kealoha Blake	Berkeley Community Safety Coalition - Todd Walker
District 5 - Dan Lindheim	Associated Students of U. California - Alecia Harger
District 6 - La Dell Dangerfield	At-Large - Vacant
District 7 - Barnali Ghosh	At-Large - Vacant
District 8 - Vacant	At-Large - Vacant
Mayor - Hector Malvido	

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this meeting of the Reimagining Public Safety Task Force will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.

To access the meeting remotely using the internet: Join from a PC, Mac, iPad, iPhone, or Android device: Use URL <https://us02web.zoom.us/j/81679043514>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon on the screen.

To join by phone: Dial **(669) 900 9128** and Enter Meeting ID: **816 7904 3514**. If you wish to comment during the public comment portion of the agenda, press *9 and wait to be recognized by the Chair.

Please be mindful that all other rules of procedure and decorum will apply for Commission meetings conducted by teleconference or videoconference.

AGENDA

Preliminary Matters

1. Roll Call
2. Mayor and City Manager comments
3. Approval of Minutes
Draft minutes for the Commission's consideration and approval
 - Special Meeting of February 18, 2021

4. Ralph M. Brown Act Overview – City Attorney, Farimah Brown

Discussion/Action Items

The Commission may take action related to any subject listed on the Agenda. Public comments regarding agenda items will be heard while the Commission is discussing the item. Public comments are limited to two minutes per speaker.

5. Election of Permanent Chair

6. Election of Vice Chair

7. Reimagining Public Safety Task Force Meeting Schedule

8. City of Berkeley Reimagining Public Safety Overview – David White, Deputy City Manager
Shamika Cole, Analyst

9. NICJR Work Plan - National Institute for Criminal Justice Reform

10. Community Engagement – National Institute for Criminal Justice Reform

11. 911 calls-for-service analysis – City Auditor, Jenny Wong

Items for Future Agenda

- Presentation from the Public Works Director, Liam Garland on BerkDoT
- Discussion of items to be added to future agendas

Adjournment

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900.

Any writings or documents provided to a majority of the Reimagining Public Safety Task Force regarding any item on this agenda are on file and available upon request by contacting the City Manager's Office attn.: Reimagining Public Safety Task Force at rpstf@cityofberkeley.info, or may be viewed on the City of Berkeley website: <http://www.cityofberkeley.info/commissions>.

Written communications addressed to the Reimagining Public Safety Task Force and submitted to the City Manager's Office by 5:00 p.m. the Friday before the meeting will be distributed to members of the Task Force in advance of the meeting. Communications to the Reimagining Public Safety Task Force are public record and will become part of the City's electronic records, which are accessible through the City's website. Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the Reimagining Public Safety Task Force, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the secretary of the task force. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary for further information.



COMMUNICATION ACCESS INFORMATION:

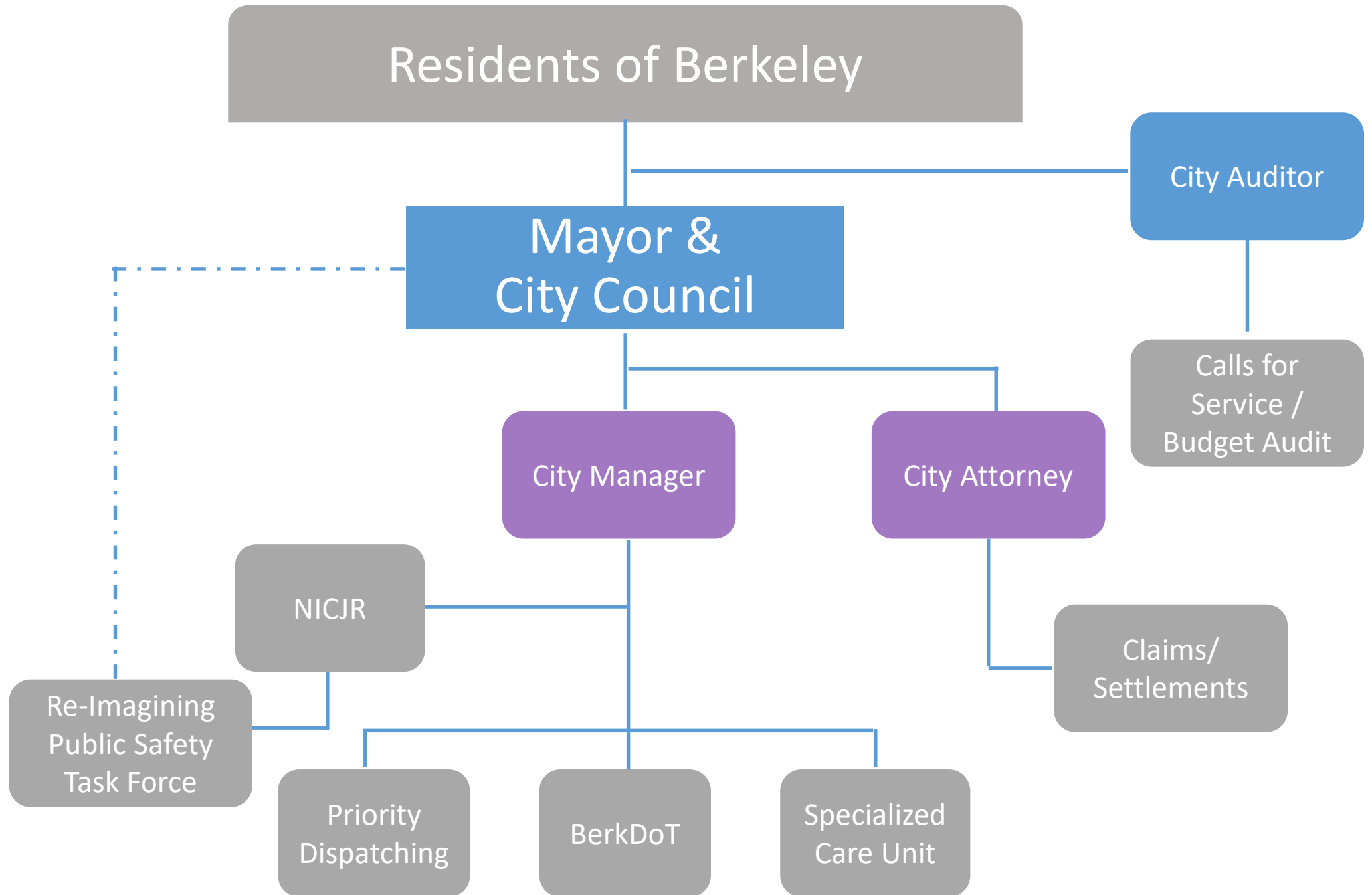
To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services Specialist at (510) 981-6418 (V) or (510) 981-6347(TDD) at least three business days before the meeting date.

Reimagining Public Safety Task Force Contact Information:

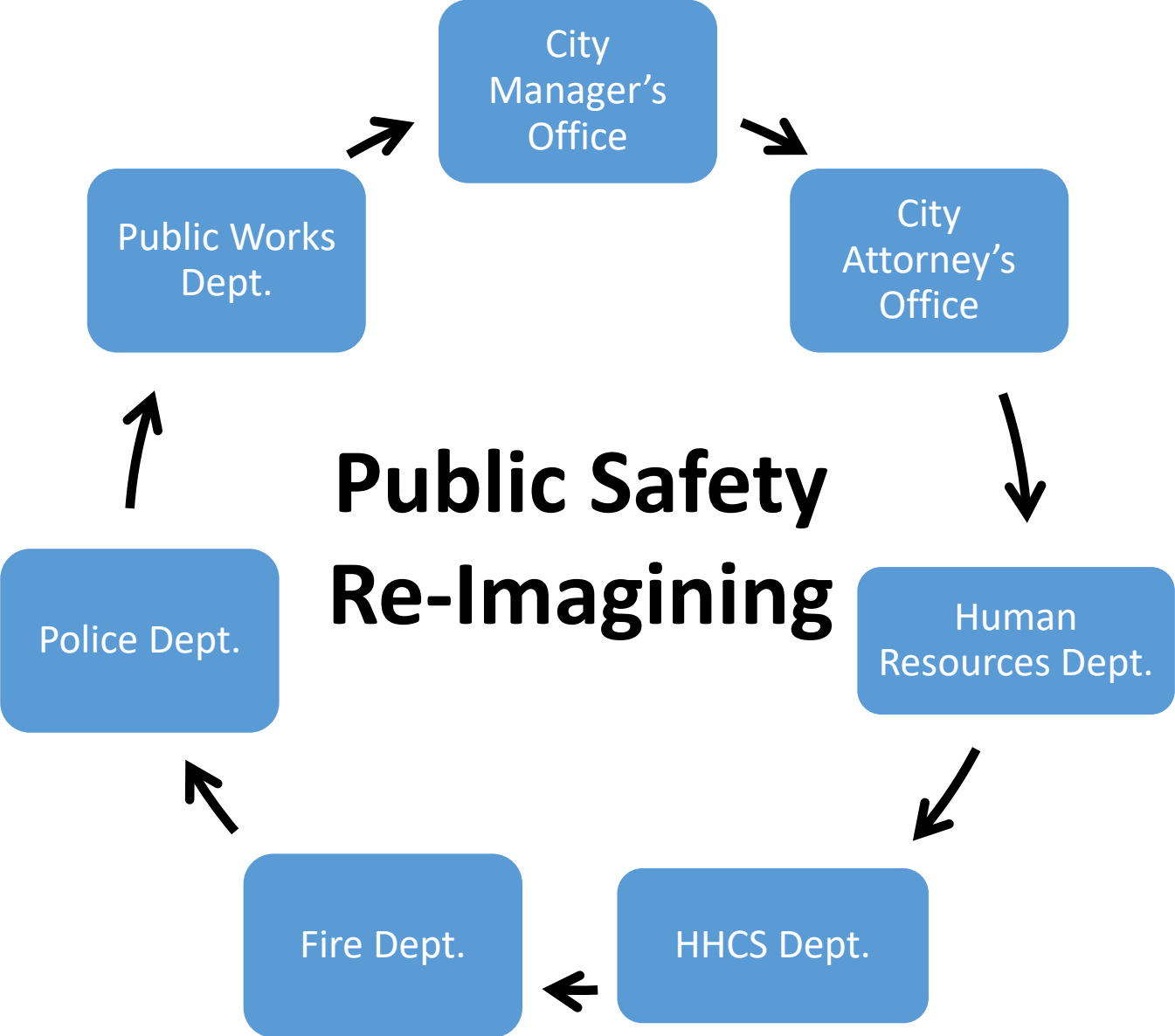
David White and Shamika Cole
Co-Secretaries, Reimagining Public Safety Task Force
City of Berkeley
2180 Milvia Street, 5th Floor
Berkeley, CA 94704
rpstf@cityofberkeley.info (email)

Re-Imagining Public Safety





Interdepartmental Coordination



Residents of Berkeley

Mayor & City Council

City Manager

NICJR

Re-Imagining
Public Safety
Task Force

Council
Appt.'s (9)

PRC

Youth
Commission

Mental
Health

BCSC

ASUC

At-Large (3)

Task Force Purpose:

- Serve as the hub for a broad, deep and representative process
- Uplift the community's input into a new positive, equitable, anti-racist system of community safety

Task Force Work:

- Review calls for service analysis
- Provide input /participate in community engagement
- Discuss new and emerging models of community safety
- Shape / provide input into recommendations that go to City Council
- Review / provide input on Final Report & Implementation Plan

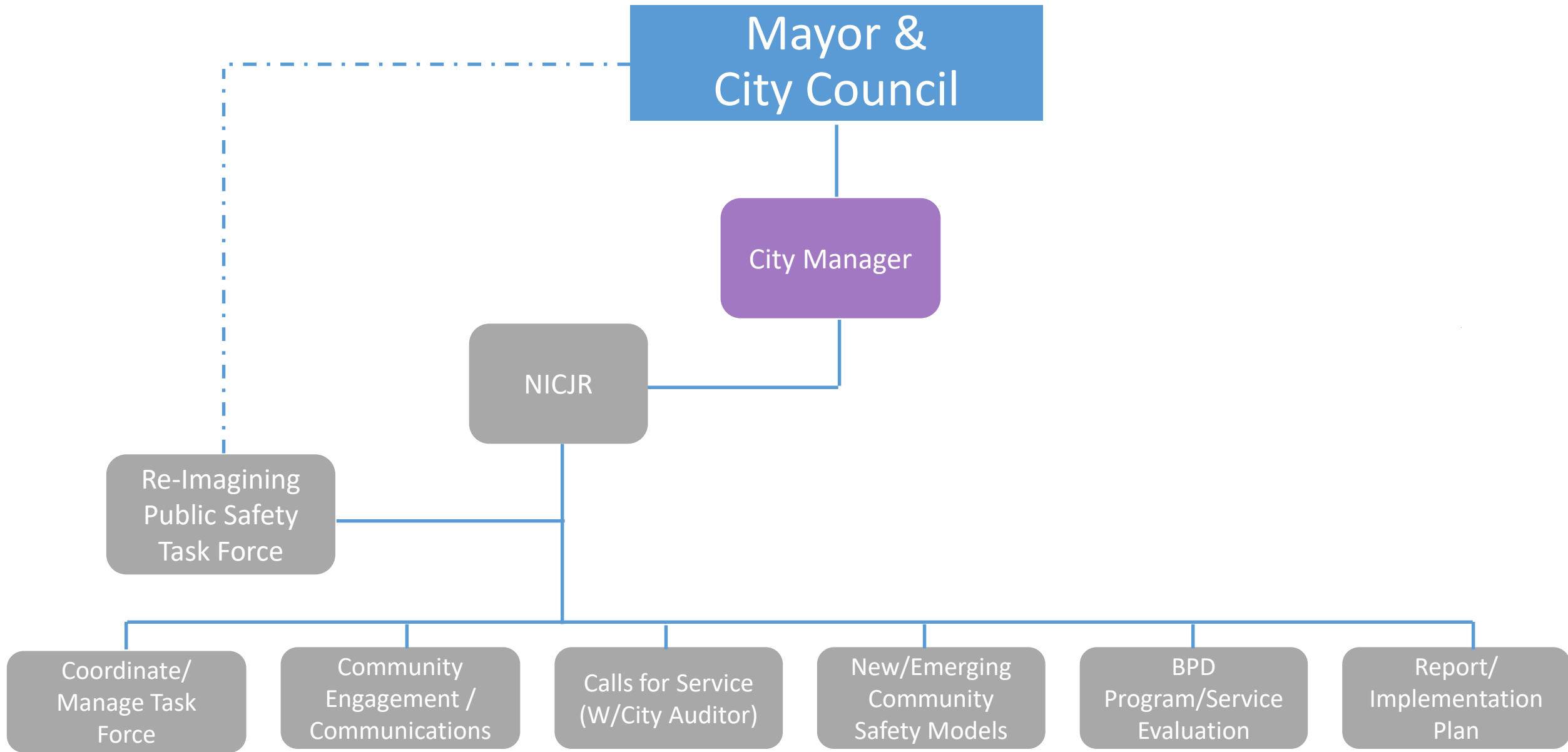
National Institute for Criminal Justice Reform (NICJR)

Purpose:

Manage and Lead a Community Engagement Process to Develop a New Paradigm of Public Safety in Berkeley

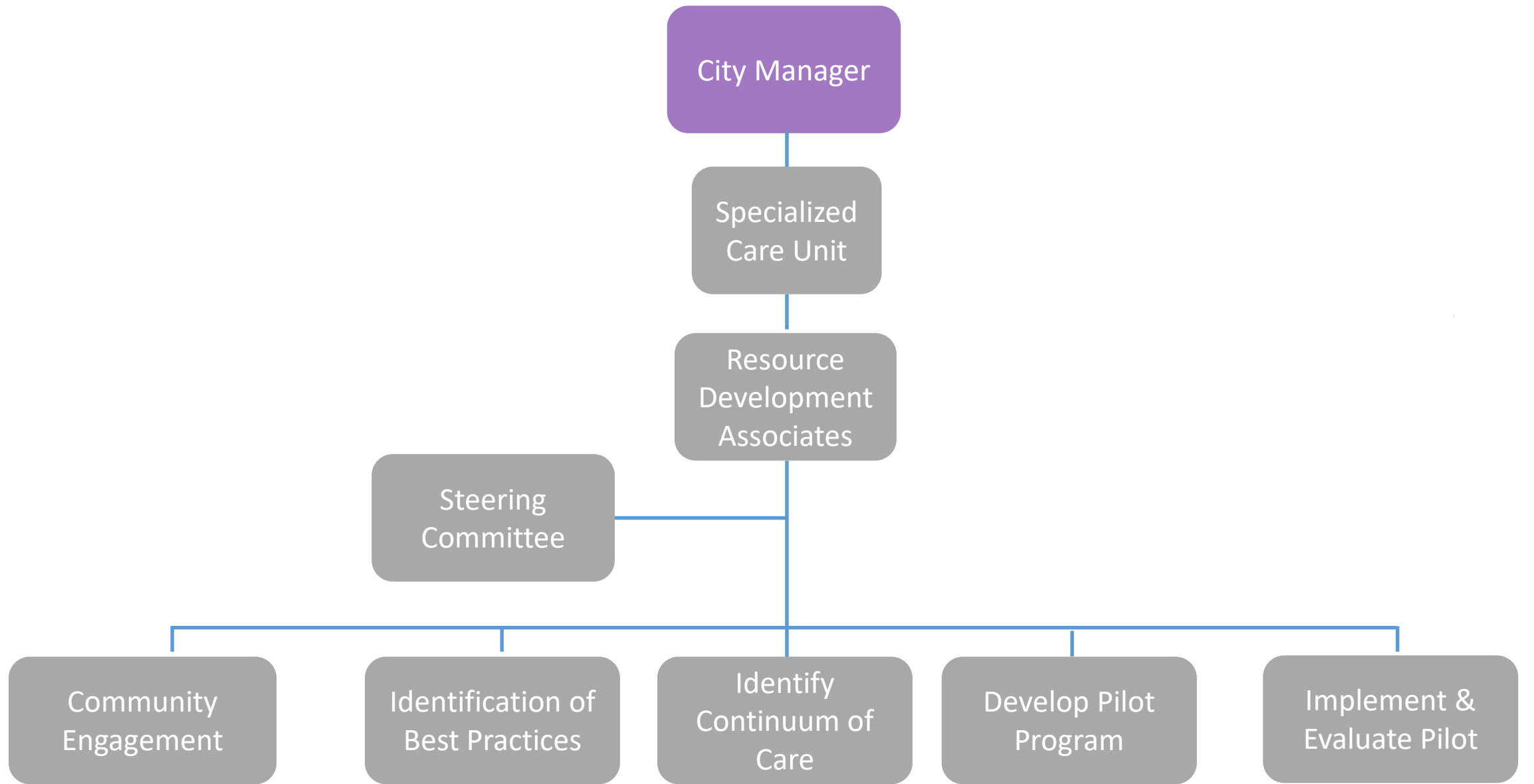
NICJR's work includes:

- Coordinate and manage the Re-Imagining Public Safety Task Force
- Calls for Service Analysis (*in collaboration with the City Auditor*)
- Research new and emerging models of community safety
- Coordinate with the City Manager's Office for administrative assistance and organizational point of contact
- Develop and implement a communications strategy to ensure that the community is well informed
- Design and lead a robust community engagement process
- Identify programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations
- Final report and Implementation Plan



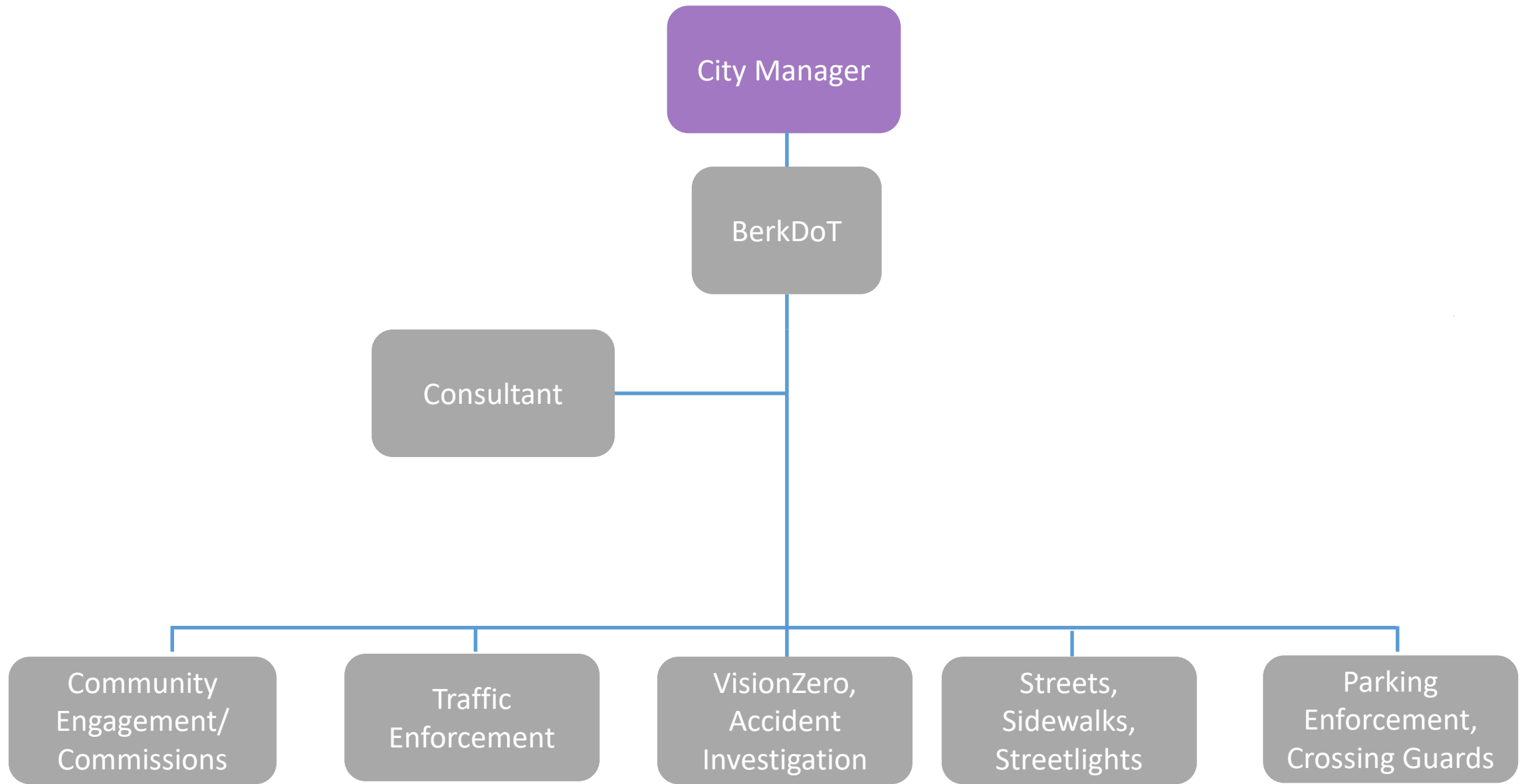
Specialized Care Unit

- Analyze and develop a pilot program to re-assign non-criminal police service calls to a Specialized Care Unit (SCU)
- Analyze the current mental health crisis system, engage community members in visioning an improved system, research best practice models and gather local data
- Develop a pilot model that will inform long term implementation of the program



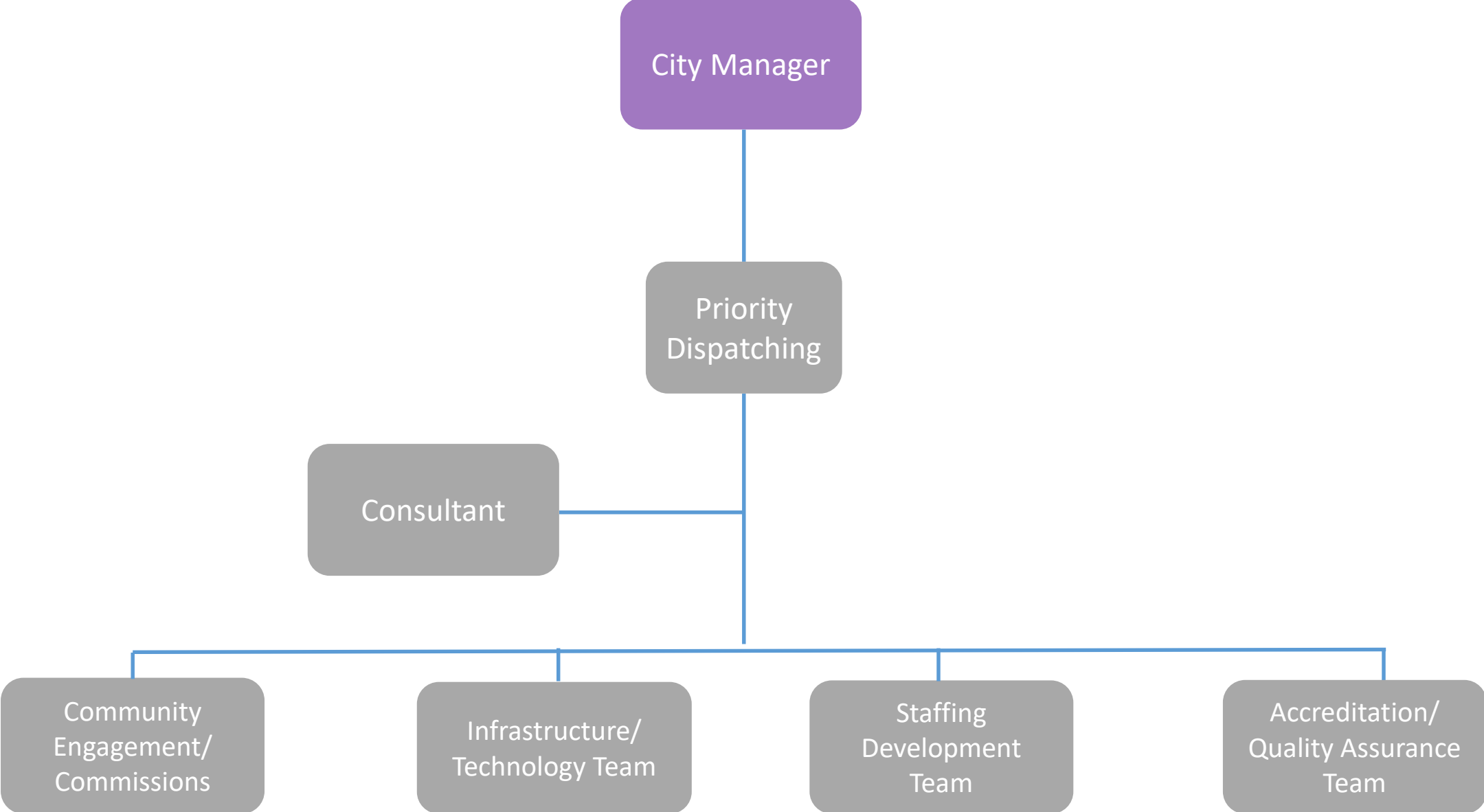
BerkDoT

- Pursue a Department of Transportation (BerkDoT) centered around a racial justice lens in traffic enforcement and the development of transportation policy, programs, & infrastructure
- Consider optimum placement of the following functions:
 - Parking enforcement
 - Traffic enforcement
 - Accident investigation
 - Crossing guards
 - Vision zero/traffic safety
 - Transportation/street planning/projects
- Identify & implement approaches to reduce and/or eliminate the practice of pretextual stops based on minor traffic violations



Priority Dispatching

- Create plans and protocols for emergency/911 dispatch to send calls to the preferred responding entity
- Consider placing dispatch in the Fire Department or elsewhere outside the Police Department
- Achieve required accreditation for Emergency Medical Dispatch
- Create Continuous Quality Assurance/Improvement and training plans and protocols



Budget Overview

		Total Allocated
National Institute for Criminal Justice Reform		\$270,000
Resource Development Associates		185,000
Claims / Settlements Analysis		25,000
BerkDoT		75,000
Priority Dispatching		
Overtime		33,800
Consultant Services		50,000
Total		\$638,800



Office of the City Manager

CONSENT CALENDAR

December 15, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: David White, Deputy City Manager

Subject: Contract: National Institute for Criminal Justice Reform to Manage and Lead a Community Engagement Process to Develop a New Paradigm of Public Safety in Berkeley

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to execute a contract and any amendments with the National Institute for Criminal Justice Reform in an amount not-to-exceed \$270,000 for the period beginning January 1, 2021 and ending June 30, 2022.

FISCAL IMPACTS OF RECOMMENDATION

The total amount of the contract is not-to-exceed \$270,000. A General Fund appropriation for this contract will be included in the First Amendment to the FY 2021 Annual Appropriations Ordinance. Given their experience in Oakland facilitating the re-imagining public safety initiative, the National Institute for Criminal Justice Reform has indicated that there is the potential to pursue philanthropic resources to augment the scope of work especially as it pertains to the communications effort and community engagement process. City staff have agreed to work collaboratively with the National Institute for Criminal Justice Reform and their team to pursue additional funding opportunities.

CURRENT SITUATION AND ITS EFFECTS

On July 14, 2020, in Resolution No. 69,501-N.S., City Council passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley. As part of the items that were adopted, City Council adopted [Item 18c](#) (“Referral to City Manager to Re-imagine Policing Approaches to Public Safety Using a Process of Robust Community Engagement, to Develop a Path Forward to Transforming Public Safety and Policing in Berkeley”) and [Item 18d](#) (“Transform Community Safety and Initiate a Robust Community Engagement”), which directs the City Manager to engage a qualified firm(s) or individual(s) to lead a robust, inclusive, and transparent community engagement process with the goal of achieving a new and transformative model of positive, equitable and community-centered safety for Berkeley. In response to the legislative package adopted by City Council, on September 8, 2020,

the City issued a Request for Proposal (Attachment 2) to solicit proposals from firms and/or individuals who can manage and lead this assignment.

A review panel consisting of city staff, community, and other stakeholders was convened to review and interview the firms that submitted proposals to the City. Of the six (6) firms that submitted proposals, four (4) were interviewed. Of the four (4) firms that were interviewed by the review panel, two were interviewed by the City Manager. A consensus was reached to recommend the National Institute for Criminal Justice Reform and their team to the City Council to lead the community engagement effort.

The contract with the National Institute of Criminal Justice Reform will provide for the following:

- Working with the City Auditor on the assessment of emergency and non-emergency calls for service.
- Developing a summary and presentation of new and emerging models of community safety and policing.
- Developing and implementing a communications strategy to ensure that the community is well informed, a robust community engagement process, and managing the Task Force to be established by the City Council.
- Identifying the programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations.
- Developing a final report and implementation plan that will be used to guide future decision making.

BACKGROUND

In response to a culmination of events -- the deaths of George Floyd and Breonna Taylor, as well as the use of force by Police Departments throughout the country in responding to community gatherings demanding change – along with concerns raised by citizens and community stakeholders, on July 14, 2020, the City Council passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley that is summarized below:

- Having the City’s elected Auditor perform an analysis of City’s emergency 9-1-1 calls-for-service and responses, as well as analysis of the Berkeley Police Department’s (BPD) budget.
- Evaluate initiatives and reforms that reduce the footprint of the Berkeley Police Department and limit the Berkeley Police Department’s scope of work primarily to violent and criminal matters.
- Aspire to reduce the Berkeley Police Department’s budget by 50% to generate resources to fund the following priorities:
 - Youth programs;
 - Violence prevention and restorative justice programs;
 - Domestic violence prevention;
 - Housing and homeless services;
 - Food security;
 - Public Health and Mental Health services including a specialized care unit;
 - Healthcare;
 - New city jobs;
 - Expanded partnerships with community organizations, and
 - Establishing a new Department of Transportation to administer parking regulations and traffic laws.
- Create plans and protocols for calls for service to be routed and assigned to alternative preferred responding entities and consider placing dispatch in the Fire Department or elsewhere outside the Police Department. The Fire Department is leading this effort.
- Analyze and develop a pilot program to re-assign non-criminal police service calls to a Specialized Care Unit. This work is being led by our Health, Housing and Community Services Department and a [contract with Resource Development Associates to facilitate the design of the Specialize Care Unit is on the December 1, 2020 agenda](#).

- The City will align its work with the school district’s commitment to look at exploring and reducing policing in the schools.
- Analysis of litigation outcomes and exposure for city departments in order to guide the creation of city policy to reduce the impact of settlements on the General Fund. This work is being led by the City Attorney.
- Pursue the creation of a Berkeley Department of Transportation to ensure a racial justice lens in traffic enforcement and the development of transportation policy, programs and infrastructure, and identify and implement approaches to reduce and/or eliminate the practice of pretextual stops based on minor traffic violations. This work is being led by our Public Works Director.

In addition to the items listed above, on July 14, 2020, the City Council adopted [Item 18c](#) (“Referral to City Manager to Re-imagine Policing Approaches to Public Safety Using a Process of Robust Community Engagement, to Develop a Path Forward to Transforming Public Safety and Policing in Berkeley”) and [Item 18d](#) (“Transform Community Safety and Initiate a Robust Community Engagement”), which directs the City Manager to engage a qualified firm(s) or individual(s) to lead a robust, inclusive, and transparent community engagement process with the goal of achieving a new and transformative model of positive, equitable and community-centered safety for Berkeley.

In response to the legislative package adopted by City Council, on September 8, 2020, the City issued a Request for Proposal (Attachment 2) to solicit proposals from firms and/or individuals who can plan, develop, and lead an inclusive and transparent community engagement process to help the City achieve a new paradigm of public safety in Berkeley. The City received a total of six (6) proposals that were deemed to be complete and met the submittal requirements outlined in the Request for Proposal.

In order to ensure a thorough review of the proposals, the City convened a team that consisted of 13 individuals (6 city staff and 7 members of the community and other stakeholders). The following outlines the individuals that reviewed the proposals:

Elana Auerbach
LaTanya Bellow
Farimah Brown
Kitty Calavita
Shamika Cole
Lupe Gallegos-Diaz
Alecia Harger

Kathy Lee
Emily Murphy
Andrea Pritchett
Kevin Schofield
Marc Staton
David White

As summarized in regular updates provided to the City Council, the proposal review team met on three occasions. At the first meeting, the team discussed the proposals that were submitted to the City and ultimately selected four (4) out of the six (6) teams

to be interviewed. At the second meeting, the proposal review team convened to discuss the format of the interviews and develop a set of questions that will be asked of each of the teams invited to participate in the interviews. The review panel met for a third and final time on Thursday November 12, 2020 from 5:00 pm to 10:30 pm to conduct interviews of the four teams on the zoom platform, rank the teams, and discuss perceived “Strengths” and “Concerns”. The City Manager interviewed the top two firms on Friday November 20, 2020.

Based on the strength of its team, subject matter expertise, familiarity with the City, and robust community engagement process, the National Institute for Criminal Justice Reform and the team that they have assembled is being recommended to the City Council to lead the community engagement effort. Working with the National Institute for Criminal Justice Reform includes the following team members:

- Analysis Group, Inc.
- Berkeley Youth Alternatives
- Bright Research Group
- Pastor Michael Smith
- Reverend Michael McBride
- The Justice Collaboratory
- Renne Public Law Group

The Scope of Work for this assignment includes the following:

- Working with the City Auditor on the assessment of emergency and non-emergency calls for service. As necessary, the National Institute for Criminal Justice Reform will build on the work of the City Auditor to provide additional mapping and analysis to provide a strong analytical framework for this assignment.
- Developing a summary and presentation of new and emerging models of community safety and policing.
- Developing and implementing a communications strategy to ensure that the community is well informed and a robust community engagement process to ensure that a diversity of perspectives are heard, especially the voices of our Black, Native American/First Peoples and other communities of color, LGBTQ+ people, survivors and victims of harm and other stakeholders that have been historically marginalized and under-served. The National Institute for Criminal Justice Reform will also manage the Task Force being considered by the City Council on December 15, 2020. In addition, the National Institute for Criminal Justice Reform will manage the Task Force established by the City Council.

- Identifying the programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations. The National Institute for Criminal Justice Reform and its team will coordinate with City departments that are leading work surrounding priority / emergency medical dispatching, the Specialized Care Unit, and BerkDoT.
- Developing a final report and implementation plan that will be subject to public review prior to being finalized.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the action requested in this report.

RATIONALE FOR RECOMMENDATION

The National Institute for Criminal Justice Reform and its team was selected as the vendor for this contract through a competitive RFP process, and the evaluation panel for the RFP included both City Staff and community stakeholders.

ALTERNATIVE ACTIONS CONSIDERED

City Council could decide not to approve the attached Resolution and the City could restart the RFP process. This is not recommended due to the need to provide timely recommendations to City Council. Alternatively, the City Council could decide not to approve the contract at a level that exceeds the \$200,000 in funds that were allocated to this assignment as part of the adopted FY 21 budget. In this case, city staff would work with the National Institute for Criminal Justice Reform and its team to reduce the scope of work to align with available resources. In the event city staff cannot negotiate a scope of work that is in line with City Council direction, city staff would approach the other firm that was interviewed by the City Manager.

CONTACT PERSON

David White, Deputy City Manager, (510) 981-7012
Shamika Cole, Associate Management Analyst, (510) 981-7043

Attachments:

- 1: Resolution
- 2: Request for Proposal

RESOLUTION NO. ##,###-N.S.

CONTRACT: NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM TO
MANAGE AND LEAD A COMMUNITY ENGAGEMENT PROCESS TO DEVELOP A
NEW PARADIGM OF PUBLIC SAFETY IN BERKELEY

WHEREAS, on July 14, 2020, the City Council of the City Berkeley passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley that included direction to the City Manager to hire a firm to lead a robust community engagement effort; and

WHEREAS, City of Berkeley issued a Request for Proposal on September 8, 2020 and the National Institute for Criminal Justice Reform and their team was selected through a competitive Request for Proposal process; and

WHEREAS, the National Institute for Criminal Justice Reform is being recommended to the City Council based on the strength of their team, subject matter expertise, familiarity with the City, and robust community engagement process; and

WHEREAS, the National Institute for Criminal Justice Reform has agreed to perform the work necessary for this assignment including, but not limited to:

- Working with the City Auditor on the assessment of emergency and non-emergency calls for service.
- Developing a summary and presentation of new and emerging models of community safety and policing.
- Developing and implementing a communications strategy to ensure that the community is well informed, a robust community engagement process, and managing the Task Force to be established by the City Council.
- Identifying the programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations.
- Developing a final report and implementation plan that will be used to guide future decision making.

WHEREAS, the services to be performed by the National Institute for Criminal Justice Reform and their team align with the Strategic Plan goal to champion and demonstrate social and racial equity.

December 15, 2020

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

Section 1. The City Manager or her designee is hereby authorized to execute a contract and any amendments with National Institute for Criminal Justice Reform to manage and lead a community engagement to develop a new paradigm for public safety in the City of Berkeley for a total contract not-to-exceed \$270,000 from the General Fund for the period beginning January 1, 2021 and ending June 30, 2022. A General Fund appropriation for this contract will be included in the First Amendment to the FY 2021 Annual Appropriations Ordinance.

Section 2. A record signature copy of the contract and any amendments between the City and the National Institute for Criminal Justice Reform shall be on file in the Office of the City Clerk.

EXPENDITURE NON-CON RUCTION CONTRACT REVIE FORM: NEW CONTRACT

Contract # 32100092

CONTRACTOR NAME: National Institute for Criminal Justice Reform (NICJR)

Subject of Contract: Report and recommendations for community safety and police reform

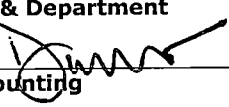
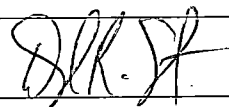
This contract package contains: 3 Original Contracts (Department, Vital Record and Vendor) in folders	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.			
1. CONTRACT BOILERPLATE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Scope of Services (Exhibit A @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Payment Provisions (Exhibit B @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution <u>RRP 21-11413</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CERTIFICATIONS			
a. Workforce Composition (businesses with 5 or more employees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Nuclear Free Berkeley Disclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Oppressive States Disclosure (Exception: Community-based, non-profit organizations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Certification of Compliance with Equal Benefits Ordinance: use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Community Agency: Certification of Anti-Lobbying	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Community Agency: Certification of Drug-Free Workplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # 69,650-N.S. <u>12-15-2020</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Federally Funded Project Requirement: Debarment status printout (SAM.gov)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

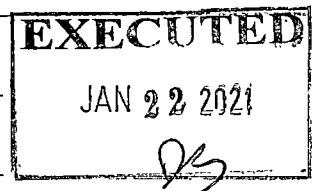
Berkeley Business License # BLA-2021-000033/014583
Requisition # 12105965 (Hard copy attached)
Budget Code 011-21-201-000-0000-000-412-612990

Contract Amount \$270,000.00 NTE
Council Approved Amount \$270,000 NTE

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____
If Yes, Purchase Order # _____

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

- | | | | |
|---|---|-------------------------------------|--|
| 1. <u>Shamika Cole</u>
Project Manager (PRINT NAME) | <u>City Manager's Office & Department</u> | <u>981-7043</u>
Phone No. | <u>January 15, 2021</u>
Date |
| 2. <u>David White, Deputy City Manager</u>
Department Administrative Officer/Accounting |  | | <u>January 15, 2021</u>
Date |
| 3. <u>Paul Buddenhagen, Deputy City Manager</u>
Department Head |  | | <u>1-19-2021</u>
Date |
| 4. _____
Contract Administrator | | | <u>1-21-2021</u>
Date |
| 5. <u>Budget Vig Email (Attached)</u>
Budget Manager | | | <u>1-21-2021</u>
Date |



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

6. **City Manager** (Will not sign unless all signatures and dates appear above)

7. **City Clerk:** CMS Login _____ Destruct _____ Review _____

Sweet, Darryl

From: Murty, Rama
Sent: Wednesday, January 20, 2021 5:29 PM
To: Sweet, Darryl
Cc: Dupaya, Maricar C.; Rosete, Michelle
Subject: RE: Contract - NICJR

Budget Final - Approved

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

From: Rosete, Michelle
Sent: Wednesday, January 20, 2021 12:07 PM
To: Murty, Rama <RMurty@cityofberkeley.info>
Cc: Dupaya, Maricar C. <MDupaya@cityofberkeley.info>
Subject: Contract - NICJR

Budget Initial – APPROVED

Notes:
Res#69,650 included in contract – OK
Req#12105965 – NTE \$270,000
Fund available in account code 011-21-201-000-0000-000-412-612990

Thanks.

Michelle M. Rosete
Associate Management Analyst
City Manager's Office
Budget and Fiscal Management Division
Tel. (510) 981-7042
E-mail: mrosete@cityofberkeley.info

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and National Institute for Criminal Justice Reform (“Contractor”), a California Corporation doing business at 303 Hegenberger Road #301, Oakland, CA 94612, who agree as follows:

1. **SCOPE OF SERVICES**

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

2. **PAYMENT**

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$270,000. City shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on January 4, 2021 and end on June 30, 2022. The City Manager of the City may extend the term of this Contract by giving written notice.

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

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

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704
Attn: Shamika Cole

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

David Muhammad
National Institute for Criminal Justice Reform
303 Hegenberger Rd. #301
Oakland, CA 94612

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

4. **INDEMNIFICATION**

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

5. **INSURANCE**

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

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

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

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

d. Contractor shall forward all insurance documents to:

Department Name: City Manager's Office

Department Address: 2180 Milvia Street, Berkeley, CA 94704

6. **CONFORMITY WITH LAW AND SAFETY**

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

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

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

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

7. **SAFETY DATA SHEETS**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

b. Contractor grants City a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing,

sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the City.

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

9. **NON-DISCRIMINATION**

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

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

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

10. **INDEPENDENT CONTRACTOR**

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

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

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

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

11. **CONFLICT OF INTEREST PROHIBITED**

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

b. In accordance with Government Code section 1090 and the Political Reform

Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

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

12. NUCLEAR FREE BERKELEY

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

13. OPPRESSIVE STATES CONTRACTING PROHIBITION

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

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

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

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

14. SANCTUARY CITY CONTRACTING

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

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about

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

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

15. **RECYCLED PAPER FOR WRITTEN REPORTS**

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

16. **BERKELEY LIVING WAGE ORDINANCE**

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

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

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

directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

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

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

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

17. **BERKELEY EQUAL BENEFITS ORDINANCE**

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

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

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

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

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set

forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

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

19. **SETOFF AGAINST DEBTS**

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

20. **CONFIDENTIALITY OF INFORMATION**

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

21. **PREVAILING WAGES**

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

22. **GOVERNING LAW**

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

formation, interpretation and performance of this Contract shall be in Alameda County, California.

23. **AMENDMENTS**

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

24. **ENTIRE CONTRACT**

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

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

25. **SEVERABILITY**

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

26. **WAIVER**

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

27. **ASSIGNMENT**

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

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

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

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

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

30. **SECTION HEADINGS**

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

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

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number - _____
B.M.C. § n/a _____
Taxpayer ID Number -----

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

CITY OF BERKELEY

By:
City Manager

Pre-approved as to form
CITY ATTORNEY
10/2019

Registered on behalf
of the City Auditor by:
Finance Department

Attest by:
DEP. City Clerk

CONTRACTOR

Printed Name: DAVID MUHAMMAD

By:

Title: EXECUTIVE DIRECTOR

Tax Identification # _____

Berkeley Business License # BVA-2021-000033

Incorporated: Yes No

Certified Woman Business Enterprise: Yes No

Certified Minority Business Enterprise: Yes No

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes No

City of Berkeley Reimagining Public Safety

SCOPE OF SERVICES

The National Institute for Criminal Justice Reform (NICJR) will conduct research, analysis, and use its expertise to develop reports and recommendations for community safety and police reform as well as plan, develop, and lead an inclusive and transparent community engagement process to help the City achieve a new and transformative model of positive, equitable and community-centered safety for Berkeley. To accomplish the Scope of Services, NICJR has assembled the following Project Team:

- Analysis Group, Inc.;
- The Justice Collaboratory;
- Bright Research Group;
- Pastor Michael Smith/Voices Against Violence;
- Pastor Michael McBride/Faith in Action;
- Berkeley Youth Alternatives; and
- Renne Public Law Group.

NICJR (David Muhammad) shall serve as the City's sole point of contact and will oversee and manage the work of the Project Team. The City shall not be responsible for entering into any other contracts to secure services with any member of the Project Team under this Scope of Services and Agreement. Further, pursuant to Charter section 113, the City Attorney shall be the legal advisor of and attorney and counsel for the City and for all officers and boards thereof.

The Project Team will provide the following technical assistance, facilitation, and community outreach services to the City of Berkeley as a part of its Reimagining Public Safety process outlined in the George Floyd Community Safety Act passed by the City Council on June 16, 2020:

1) Report on New and Emerging Models of Community Safety and Policing

Research and write a detailed report as well as prepare a summary presentation of new and emerging models of community safety and policing. New policing and response models are being considered in cities across the country, including:

- Community based alternative response to Calls for Service. This review will include partnership with the separate, parallel efforts to develop a Specialized Care Unit and a Department of Transportation.
 - In Eugene, Ore, Crisis Assistance Helping Out on the Streets (CAHOOTS) responds to more than 22,000 requests for service annually with its Crisis Intervention Workers; this represents nearly 20 percent of the total public safety call volume for the metropolitan area. Oakland is preparing to pilot a replication of the CAHOOTS program.

Exhibit A

- **Effective Violence Intervention Strategies.** Local examples include:
 - Advance Peace initially launched in Richmond, CA in 2017. Advance Peace is an effective and innovative approach to reduce gun violence.
 - Gun Violence Reduction Strategy/Ceasefire in Oakland which produced six consecutive years of reductions in shootings and homicides resulting in a 50% decline in gun violence.
- Improved policing strategies including focused deterrence, procedural justice, and increased accountability measures.

The detailed report regarding New and Emerging Models of Community Safety and Policing shall be incorporated into the Final Report and Implementation Plan.

The Report on New and Emerging Models of Community Safety will be submitted to the City and Reimagining Public Safety Task Force (RPSTF) by April 1, 2021.

2) Calls for Service Analysis

Work with the City Auditor's Office on the assessment of emergency and non-emergency calls-for-service being conducted to ensure that there is no duplication of work. The City Auditor has agreed to be available and review its work with NICJR. If necessary, expand on the City Auditor's assessment to include:

- The development of a call data categorization system which will allow for the distinct designation of non-criminal/criminal; non-violent/violent; and non-serious/serious calls by the Berkeley Police Department (BPD) priority codes.
- Geo-spatial mapping of call data: to map the geographic incidence of calls by call type.
- Time of day incident mapping: to map service calls by time of day.
- Time to respond: calculated as the time from the service call to the time when an officer arrives at the call location.
- Number of responding officers: the number of officers responding to each call.
- Time to resolve: calculated as the total time from the service call to responding officer resolution.
- Trend data: identification of any significant trends in call data over the time period assessed.
- Presentation of the analyses in summary and data graphs to the RPSTF.

The total budget set aside for the Calls for Service Analysis is \$25,000. NICJR, after meeting with the City Auditor and reviewing their work, will refine the scope of work above and develop a budget and timeline for the Calls for Service analysis that is mutually agreeable to the City and NICJR.

3) Identify the programs and/or services provided by the BPD that can be provided by other City departments or external entities

Determining the most appropriate alternatives will be a multi-phase process including at a minimum:

- Review of call data analysis to determine the types of calls that would be best handled by a non-police organization. This assessment will focus not just on call type but on relative volume, respective share of BPD workload, and service calls by time of day and geography, statutory considerations, and safety concerns for employees, including sworn and non-sworn city staff.
- Reviewing and incorporating feedback from the community engagement process.
- Mapping of community-based organizations to respond to service calls or providing crime reduction services.
- Coordinating with various City departments, and community-based organizations working to address any of the issues or populations that are identified as being appropriate for an alternative non-police response.
- Coordination with the BPD, including the Public Safety Communications Center, to understand operations, resource deployment, and policies and procedures.
- Coordination with the City's Public Works Department on the new Berkeley Department of Transportation (DoT) and the City's Health, Housing and Community Services Department on the Specialized Care Unit (SCU).
- Align with BUSD's commitment to look at exploring and reducing policing in the schools.
- Concurrent with this effort, the Project Team will be reviewing Memorandums of Understanding with various city staff bargaining units and Myers-Milias-Brown Act implications of any contemplated changes in service delivery or design. The Project Team will strive to recommend possible solutions to issues identified by the Project Team, ultimately codifying its recommendations in proposed legislation or policy as appropriate.
- In addition, the fiscal implications of proposed service delivery changes will be fully identified to include:
 - Budget impacts, both revenue and expenditures, to the BPD budget including impacts on specific staffing levels by classification.
 - Budget impacts on City Departments that are recommended to absorb programs and/or services previously performed by the BPD.

Exhibit A

- Funding needed to support community-based organizations assuming responsibility for any re-allocated duties.

The Report summarizing alternative programs and/or services provided by the BPD that can be provided by other City departments or external entities will be submitted to the City and RPSTF by April 30, 2021.

The results of this work shall be incorporated into the Final Report and Implementation Plan.

4) Community Engagement & Communications

The Project Team will conduct a wide array of community engagement to collect feedback, input, and ideas from the Berkeley community to develop a new model of community safety and policing. This work will include:

- Citywide and community-specific surveys
 - A citywide uniform survey
 - Surveys that target specific populations (specific number to be determined):
 - Black community
 - Formerly incarcerated
 - Homeless
 - Youth
 - Members of the BPD
- Input forums/design sessions: video conference and, if possible, in-person, meetings to receive input:
 - Geographically specific (by district)
 - Community specific (for example, Black residents or the unhoused)
 - Sector specific (for example, business owners, faith-based organizations, community-based organizations, law enforcement including varying ranks in the BPD)
- Town halls and Listening Sessions:
 - Citywide forums every other month
- Incentivize hard to reach populations to engage in the process, including funds to CBOs and Credible Messengers to reach hard to reach groups and individuals:
 - Provide mini-grants to local CBOs to engage hard to reach populations like youth, formerly incarcerated, and homeless.
 - Provide direct stipends to peer-navigators who help recruit hard-to-reach populations to complete the surveys and participate in forums.
 - Provide direct stipends to target survey respondents and forum participants.

Exhibit A

- Provide regular updates to the City of Berkeley, the RPSTF, and to the general public:
 - Design and develop a public website (independent of the City's website) to provide regular updates on the project as well as a repository of relevant documents, reports, and data.
 - A draft of the initial website will be provided to the City Manager's Office within 30 days of the execution of this agreement.
 - Provide verbal and written updates to the RPSTF at each monthly meeting.
 - Provide written updates and public testimony to the City Council every other month or at their request.
- Presentation of the Community Engagement plan and updates will be given to the RPSTF.

5) Project Management and Coordination with the City of Berkeley

Manage the overall project:

- Co-manage and facilitate with the City Manager's Office, the Reimagining Public Safety Taskforce
 - Participate in monthly meetings of the RPSTF
- Coordinate with other parallel efforts, especially SCU and DoT development initiatives
- The Project Team shall consult with the City Attorney with respect to legal issues, analysis, opinions requested that arise in the course of its work

6) Final Report and Implementation Plan

A Final Report and Implementation shall be submitted to the City. The Project Team will submit for review by the City Attorney any legal analyses or opinions before they are presented to the Reimagining Public Safety Task Force or incorporated into the Final Report and Implementation Plan. The Final Report and Implementation Plan will consist of the following:

- Executive summary that outlines the process, key findings and recommendations, and path to implementation
- Summary of research and analysis performed as part of this assignment including the review of emergency and non-emergency calls-for-service and new and emerging models of community safety and policing
- Summary of communications and community engagement process
- Identify the programs and/or services provided by the BPD that can be provided by other City departments or external third-party entities. Recommendations for shifting work to other City departments or third-party entities should include the process, timeline and sequencing that would underpin the shift of work. Where programs and/or services

Exhibit A

provided by BPD are to be shifted to other City departments, the report will identify the specific job classification(s) to provide such service.

- Identify financial and organizational impacts and resources needed to implement recommendations, including, but not limited to:
 - Budget impacts, both revenue and expenditures, to the BPD budget.
 - Budget implications to other City Departments that are recommended to absorb programs and/or services previously performed by the BPD.
 - The extent to which the cost of new positions to be created are offset by savings in the BPD or other parts of the organization.
 - Recommendations that shift work to entities outside of the City organization should include the expected cost to pay these outside entities and identify whether there is savings in the BPD to pay for these programs or services or if new resources will be needed.
- Phasing and Timing of Recommendations. Recommendations shall be prioritized and a phased plan for implementation will provide the City a roadmap to transition to the recommended model of community safety and policing, as the budget permits.

Berkeley Reimagining Public Safety Process Timeline 2021

January 4	Contract begins with NICJR Team
January	NICJR Team and City Manager’s Office begin on-going coordination
January	Research begins on New and Emerging Models of Community Safety and Policing
By January 31	City of Berkeley provides responses to initial data and information requests
January 31	City Council appoints members of the Reimagining Public Safety Task Force (RPSTF)
February	Research and review begins on Berkeley City departments and Community Based Organizations in preparation for report on Alternative Responses
February 1	NICJR Team and City Auditor begin coordination on Calls for Service analysis
February 8	Website is launched and updated regularly
By February 8	Community Survey widely distributed
Mid-February through May	Various community forums, listening sessions, and town halls begin
Mid-February	RPSTF hold initial meeting to appoint “At-Large” members of the Taskforce
First week of March	First full meeting of the RPSTF
April 1	New and Emerging Models of Community Safety and Policing Report submitted to the RPSTF for review
First week of April	Second RPSTF meeting
April 30	Report summarizing alternative programs and/or services provided by the BPD that can be provided by other City departments or external entities submitted to the RPSTF
First week of May	Third RPSTF meeting
May 17	Draft Final Report submitted to RPSTF and City Manager’s office
Week of May 24	Two public meetings held to present and receive feedback on Draft Final Report
First week of June	RPSTF discuss and give final feedback on Draft Final Report
June 18	Final Report and Implementation Plan submitted to City of Berkeley

Exhibit A

June 21-30	Final Report presentations to: <ul style="list-style-type: none">• City's Public Safety Policy Committee;• City's Budget and Finance Policy Committee; and• City Council
------------	--

Exhibit B

BUDGET

- Project Management: **\$40,000**

Monthly invoices shall detail the work performed by NICJR and its subcontractors. Such invoice shall include all applicable receipts and justification of expenditures.

- Report on New and Emerging Models: **\$35,000**

Invoice for this work shall be submitted to the City upon receipt of the Final New and Emerging Models Report approved by the City.

- Policy Analysis and Implications: **\$20,000**
 - Sub-contract with the Renne Public Law Group
 - Hourly billing invoiced monthly to NICJR

- Calls for Service Analysis: **\$25,000**

Invoice for this work shall be submitted to the City upon receipt of the Final Calls for Service Analysis Report that has been approved by the City.

- Alternative Responses Recommendations Report: **\$25,000**

Invoice for this work shall be submitted to the City upon receipt of the Final Alternative Responses Recommendations Report that has been approved by the City.

- Community Engagement: **\$105,000**
 - Sub-contracts with: Bright Research Group; Pastor Michael Smith/Voices Against Violence; Pastor Michael McBride/Faith in Action; and Berkeley Youth Alternatives.
 - Specific breakdown to be determined by the NICJR Team in mid-January
 - \$20,000 in stipends to Community-based organizations and Berkeley residents.

Monthly invoices shall detail the work performed by NICJR and its subcontractors. Such invoice shall include all applicable receipts and justification of expenditures and stipends.

- Final Findings and Recommendations Report: **\$20,000**

Invoice for this work shall be submitted to the City upon receipt of the Final Report to the City and presentation of the Final Report to the City Council.

Exhibit B

TOTAL: \$270,000

The contract will be deliverables based; project management and community engagement costs will be prorated evenly across the project term and billed on a flat monthly basis accordingly.

Invoices must provide information for making payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Invoices shall reference the contract number.

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

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

ORGANIZATION National Institute for Criminal Justice Reform

ADDRESS 4900 Shattuck Ave #3817, Oakland, CA 94609

BUSINESS LICENSE #

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

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

*Specify other occupation:

**Specify other ethnicity:

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

If Yes, please specify: or ethnic identification: _____

Do you have a policy of non-discrimination? Yes No

Signature _____ Date 12/15/20

Print/Type Name of Signer David Muhammad

Verified by _____ Date _____

City of Berkeley Contract Administrator

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

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

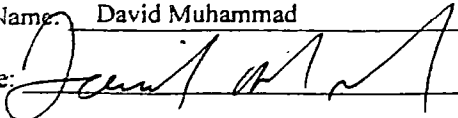
"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of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

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

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

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

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

Printed Name: David Muhammad Title: Executive Director
Signature:  Date: 12/15/20
Business Entity: National Institute for Criminal Justice Reform

Contract Description/Specification No. _____
Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

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

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

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

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

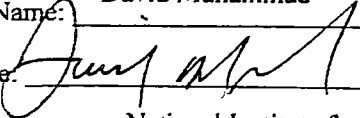
Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

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

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

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

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

Printed Name: David Muhammad Title: Executive Director
Signature:  Date: 12/15/20
Business Entity: National Institute for Criminal Justice Reform

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

Signature: _____ Date: _____

Contract description/Specification No.: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

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

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

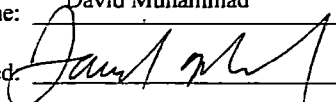
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department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

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

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

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

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: David Muhammad Title: Executive Director
Signed:  Date: 12/15/20

Business Entity: National Institute for Criminal Justice Reform

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

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

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

Section I.

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

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

YES NO

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.



THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.



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

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

Printed Name: David Muhammad Title: Executive Director

Signature:  Date: 12/15/20

Business Entity: National Institute for Criminal Justice Reform

Contract Description/Specification No: _____

Section III

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

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

Department Name

Department Representative

To be completed by Contractor/Vendor

Form EBO-1 CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Form with fields for Name, Address, City, State, ZIP, Vendor No., Contact Person, Telephone, E-mail Address, Fax No.

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
B. Does your company provide (or make available at the employees' expense) any employee benefits?
C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?*

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

Executed this 15th day of December, in the year 2020, at Berkeley, CA
(City) (State)

David Muhammad
Name (please print)


Signature

Executive Director
Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2021

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

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


PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No., Ext): (888) 202-3007	FAX (A/C, No.):
E-MAIL ADDRESS: contact@hiscox.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc	10200	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		UDC-4031481-CGL-21	01/04/2021	01/04/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER.		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Berkeley 2180 Milvia Street, 5th Floor Berkeley CA 94704	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-14-2021

GROUP:
POLICY NUMBER: 9248762-2020
CERTIFICATE ID: 9
CERTIFICATE EXPIRES: 04-09-2021
04-09-2020/04-09-2021

CITY OF BERKELEY
2180 MILVIA ST
BERKELEY CA 94704-1122

NA

04-09-2020
HD

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2020-04-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

THE NAT'L INST. FOR CRIM REFORM (A NON PROFIT
PUBLIC BENEFIT CORP)
303 HEGENBERGER RD STE 301
OAKLAND CA 94621

[P17,HO]

RESOLUTION NO. 69,650-N.S.

CONTRACT: NATIONAL INSTITUTE FOR CRIMINAL JUSTICE REFORM TO MANAGE AND LEAD A COMMUNITY ENGAGEMENT PROCESS TO DEVELOP A NEW PARADIGM OF PUBLIC SAFETY IN BERKELEY

WHEREAS, on July 14, 2020, the City Council of the City Berkeley passed a package of items providing direction for the development of a new paradigm of public safety in Berkeley that included direction to the City Manager to hire a firm to lead a robust community engagement effort; and

WHEREAS, City of Berkeley issued a Request for Proposal on September 8, 2020 and the National Institute for Criminal Justice Reform and their team was selected through a competitive Request for Proposal process; and

WHEREAS, the National Institute for Criminal Justice Reform is being recommended to the City Council based on the strength of their team, subject matter expertise, familiarity with the City, and robust community engagement process; and

WHEREAS, at the request of the City Council of the City of Berkeley, the City Auditor is performing an assessment of the City's emergency and non-emergency 9-1-1 calls-for-service; and

WHEREAS, the National Institute for Criminal Justice Reform has agreed to perform the work necessary for this assignment including, but not limited to:

- Working with the City Auditor on the assessment of emergency and non-emergency calls for service.
- Developing a summary and presentation of new and emerging models of community safety and policing.
- Developing and implementing a communications strategy to ensure that the community is well informed, a robust community engagement process, and managing the Task Force to be established by the City Council.
- Identifying the programs and/or services that are currently provided by the Berkeley Police Department that can be provided by other City departments and / or organizations.
- Developing a final report and implementation plan that will be used to guide future decision making.

WHEREAS, the services to be performed by the National Institute for Criminal Justice Reform and their team align with the Strategic Plan goal to champion and demonstrate social and racial equity.

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

Section 1. The City Manager or her designee is hereby authorized to execute a contract and any amendments with National Institute for Criminal Justice Reform to manage and lead a community engagement to develop a new paradigm for public safety in the City of Berkeley for a total contract not-to-exceed \$270,000 from the General Fund for the period beginning January 1, 2021 and ending June 30, 2022. A General Fund appropriation for this contract will be included in the First Amendment to the FY 2021 Annual Appropriations Ordinance.

Section 2. The City Manager will include in the Scope of Work for the National Institute of Criminal Justice Reform that they will work with the City Auditor's Office on the assessment of emergency and non-emergency calls-for-service to ensure that there is no duplication of work. The City Auditor has agreed to be available and review its work with the National Institute for Criminal Justice Reform.

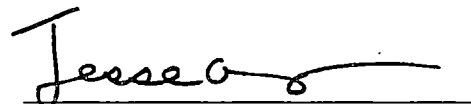
Section 3. A record signature copy of the contract and any amendments between the City and the National Institute for Criminal Justice Reform shall be on file in the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on December 15, 2020 by the following vote:

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

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk

RECEIVED
JAN 22 2020
CITY OF BERKELEY
CITY CLERK DEPARTMENT