

PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT

BETWEEN THE CITY OF OAKLAND

AND

STRATEGIC POLICY PARTNERSHIP, LLC

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of August 13, 2012 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and Strategic Policy Partnership, LLC ("Contractor").

2. Scope of Services

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

3. Time of Performance

Contractor's services shall begin on August 13, 2012 and shall be completed February 12, 2013.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed \$100,000 based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

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

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

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

b. Contractor's Qualifications

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

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary or Confidential Information of the City

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

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in

drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

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

9. Audit

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

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

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

10. Agents/Brokers

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

11. Assignment

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

12. Publicity

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

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

13. Title of Property

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

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

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

14. Insurance

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

Risk Management has authorized conditional approval of this contract subject to the arrival of contractor's Additional Insured Certificate. Contractor must provide this form by no later than November 2, 2012 which must be approved by Risk Management. Failure to do so shall constitute a separate and independent basis for terminating this contract per Section 36.

City of Oakland-Oakland Police Department
Strategic Policy Partnership, LLC

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August 8, 2012

*Rocio Quiero
October 5, 2012*

*Additional
Insured
Certificate
Received and
Approved by
RM 10/9/12
J.B.
Compliance*

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iii) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (iv) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no

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

- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

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

17. Prompt Payment Ordinance

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

Disputed late payments are subject to investigation by the City of Oakland Liaison, Office of the City Administrator, Contracts and Compliance Unit, upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash,

certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

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

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

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

Prompt Payment invoice and complaint forms are available at the following City of Oakland website: <http://www2.oaklandnet.com/Government/o/CP/s/PoliciesOrdinances/index.htm> scroll down to Prompt Payment heading and click on the appropriate links. Invoice and complaint inquiries should be directed to Vivian Inman, Contract Compliance Officer, 510-238-6261, Contracts and Compliance Unit, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

18. Arizona and Arizona-Based Businesses

In accordance with Resolution No. 82727 C.M.S. neither this business entity nor any of its subsidiaries, affiliates or agents are headquarters in the State of Arizona or anticipates relocating

to the State of Arizona duration for the life of its contract(s) with the City of Oakland or until Arizona rescinds SB 1070.

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

19. Dispute Disclosure

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

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on February 12, 2013.

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of

this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

c. Remedies and Sanctions

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

22. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.

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

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

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.
- b. *Good Faith Effort* - In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. *Incentives* - Upon satisfying the twenty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *Banking* - The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.
- e. *The Exit Report and Affidavit (ERA)* - This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- f. *Joint Venture and Mentor Protégé Agreements*. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé

relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

- g. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- h. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- i. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

24. Living Wage Ordinance

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

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.75 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2008 Earned Income Tax Outreach Kit. <http://www.cbpp.org/eic2008/>
- e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees.

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

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

25. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001).

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

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

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

26. City of Oakland Campaign Contribution Limits

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

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

27. Nuclear Free Zone Disclosure

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

28. Political Prohibition

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

29. Religious Prohibition

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

30. Business Tax Certificate

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

31. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing

the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

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

32. Validity of Contracts

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

33. Governing Law

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

34. Notice

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

(City of Oakland)

Howard Jordan
Chief of Police
Oakland Police Department
455 7th Street, Suite 818
Oakland, CA 94612
(510) 238-3365

Strategic Policy Partnership LLC

Robert Wasserman
Chairman
Strategic Policy Partnership LLC
P.O. Box 577
West Tisbury, MA 02575
(508) 693-8571

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

35. Entire Agreement of the Parties

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

36. Modification

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

37. Severability/Partial Invalidity

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

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

38. Time of the Essence

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

39 Commencement, Completion and Close out

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

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

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

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

40. Approval

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

41. Inconsistency

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

City of Oakland,
a municipal corporation

Strategic Policy Partnership, LLC

[Signature] 10/12/12
(City Administrator's Office) (Date)

[Signature] 8/15/12
(Signature) (Date)
[Signature] 10.12.12

[Signature] 9/4/12
(Agency Director's Signature) (Date)

Business Tax Certificate No.

Date of Expiration

Resolution Number

Accounting Number

* Approved as to form and legality:

Approval of Conditional Contract
only, per Section 14 Modification

[Signature] 10/5/12
(City Attorney's Office Signature) (Date)

Schedule Q

INSURANCE REQUIREMENTS PROFESSIONAL AND SPECIALIZED SERVICES AGREEMENTS

(Revised 08/01/11)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

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

- i. **Commercial General Liability insurance**, shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
 - A. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents and employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).
 - B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001. .
- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than

\$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/Errors and Omissions insurance** appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured's in the Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and.
- ii. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.
- iv. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and

- v. Insurer shall carry insurance from admitted companies with a Best Rating of A VII or better.

- c. Replacement of Coverage

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

- d. Insurance Interpretation

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

- e. Proof of Insurance

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

- f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

- g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

Schedule A

Oakland Police Department Review

Objective of the Work

To undertake a review of the Oakland Police Department to assess the status of current systems, processes, financial controls and expenditures, operational strategies, relationships with external stakeholders and organizational structure against considered best practices currently employed throughout the American and International policing environments. The review will provide the baseline for future development of a Plan of Action and Strategic Plan setting the vision for policing in Oakland in ways that strengthen the effectiveness of the organization and lead toward adoption of best practices that have been shown to show results and improvements in organizational effectiveness. The principal focus will be on crime control and prevention strategies.

Review Areas

The review will encompass the following functional areas:

- Crime Control Strategies
- Violence Reduction Strategies
- Building Communities of Trust Strategies
- Neighborhood Police Service Delivery
- Resource Allocation for Field Personnel
- Management of Call for Service Work Demands and time for proactive field activities
- Investigative Strategies
- Personnel management (internal affairs, inspections)
- Organizational Structure
- Training Strategies
- Operational Support (Technology, Intelligence, Tactical Planning, Records and Telephone Reporting)

Within each area as relevant, the consultant team will consider the following strategic areas:

Values and Principles

We will review the underlying values and principles of the police organization; level of legitimacy within the community; sense among officers regarding the culture of the organization; integration of community policing philosophy within the department's culture. This review will be based on analysis of previously undertaken surveys of community and police officer perceptions. We will also review the planning goals set forth for the department to assess progress toward those goals that have been made.

Operational Strategies

With a focus on crime control and reduction, We will review policing strategies for field operations through patrol, investigations and special operations; crime reduction strategies; intelligence information management; youth interaction strategies; gang violence reduction strategies; call for service management; repeat call analysis and strategy, implementation of community policing strategies.

Organizational Structure

We will review the rationale for the current structure; specialization, relationships between current organizational units; rank structure related to management and supervisory requirements. This will result in recommendations on how the structure could be altered to maximize performance and potentially reduce costs.

Professional Standards

We will review accountabilities, authorities and communication of policy, guidance provided to employees at all levels of the organization; supervision and oversight mechanism; transparency; and reinforcement of the organizations goals and values through training.

The internal investigations process; the intake and processing of complaints and misconduct investigations; and the disposition of cases and record keeping are conducted according to standard practices.

The review will examine the departmental systems that create, communicate and ensure compliance with high liability/risk management issues.

Staffing Levels and Resource Allocation

We will undertake a review of department staffing to identify positions that could best be civilianized. Additionally, we will analyze work demands on field officers to determine the amount of administrative time, call for service response time and proactive crime reduction and problem-solving time available to these officers. From this analysis, we will determine if proactive time can be increased by adopting state-of-the-art strategies in use by other police agencies.

Performance management and measures

We will review data available on performance for units and divisions; use of performance management tools, such as CompStat, daily crime reviews, linkage to crime reduction and crime prevention strategies. This will include use of available technology, methodologies and resources for measuring unit, bureau and departmental activities. Additionally, we will look at the potential for adopting some of the evolving predictive policing practices, based on trend analysis, data mining and related research.

Business Processes

We will review human resource and personnel management strategies, as well as labor relations initiatives and status; early intervention; training initiatives that contribute to the overall well-being of the work place. This will include a review of performance evaluation and career development systems, as well as succession planning and employee health and welfare and programs in place to promote wellness and stress reduction. As a part of this review, we will identify potential barriers or gaps created by resistance to various systems.

Fiscal and Budgetary Implications

We will review cost implications of current structure and strategy; use of overtime and management of overtime usage; budget development process; cost-savings strategies without serious performance implications.

Relationships with Diverse Communities in Oakland

Implementation of community policing strategies; level of integration of this philosophy throughout the department; liaison with key community constituencies, degree to which community policing is the core philosophy of the department at all levels.

The Review Strategy

The objective of this Review is to compare current practices against nationally-recognized best practices. The Review team will consist of a group of police professionals with broad experience not only in modern police management but also in audits and reviews of police agencies of comparable size to Oakland. Each member of the team will be assigned to one of the functional areas listed above, as well serve as the substantive expert for several of the strategic areas.

The SPP Review Principal will make several trips to Oakland to oversee the work as well as participate fully in the functional and strategic area reviews.

Other members of the Review team will make one or two visits to Oakland to review department operations and interview key department personnel. The team will also interview city government managers in selected city departments that work closely with the police to better understand the type of relationships existing between the department and others in city government.

We will request that the department assign one or two personnel to assist the Review team in collecting information, and arranging interview schedules. Planning division staff will be requested to produce some tables and charts from department information as required.

We will review carefully the recent surveys of department members and the community

to understand the internal culture and issues that impact policing performance.

At the conclusion of this review process, we will prepare a draft report that will identify the general state of police practices and how they compare with best practices. The report will identify agencies in which best practices are in place. Following review with the department of the draft report, we will prepare a final report setting forth the agreed upon findings and recommendations.

Velasquez, Juanita M

From: Robert Wasserman [wasserman@policy-partners.com]
Sent: Tuesday, October 09, 2012 1:53 PM
To: Velasquez, Juanita M
Cc: 'Nelligan Coogan'; Jordan, Howard
Subject: RE: Budget for Schedule A
Juanita:

This e-mail is in regard to the latest issue you have identified with the contract.

I previously e-mailed you that I would accept the \$100,000 amount for fees and expenses. Now you want something else.

This e-mail is to provide the following information:

Projected expenditures:

Fees:	\$82,000
Expenses:	\$18,000

Total (which will not be exceeded without approval of the City: \$100,000.

The exact allocation between fees and expenses will depend on the expense of travel (primarily air fares).

Please acknowledge receipt of this e-mail.

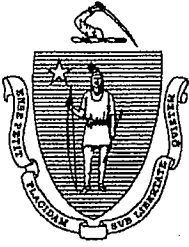
BW

Robert Wasserman

Chairman, Strategic Policy Partnership, LLC
Box 577, West Tisbury, Massachusetts 02575
(508) 693-8571 (tel) (508) 693-1404 (fax)
wasserman@policy-partners.com www.policy-partners.com

From: Velasquez, Juanita M [mailto:JVelasquez@oaklandnet.com]
Sent: Tuesday, October 09, 2012 4:14 PM
To: Robert Wasserman
Cc: Silva, Felicia; Hynes, Tricia; Nelligan Coogan
Subject: Budget for Schedule A

I looked at your initial bid letter that references your budget expenditures (see attached). Please clarify how the revised budget at \$100,000 would be broken down. Thanks.



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

September 19, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

STRATEGIC POLICY PARTNERSHIP, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on February 22, 2012.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **ROBERT WASSERMAN, SUSAN WASSERMAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT WASSERMAN, SUSAN WASSERMAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT WASSERMAN, SUSAN WASSERMAN**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



NEW BUSINESS APPLICATION TAX YEAR 20 12

NOTE: Please read all instructions on the other side
before completing this application.

Official Use Only:

Acct #: _____

Industry Code _____ SIC _____

1. BUSINESS NAME: STRATEGIC POLICY PARTNERSHIP, LLC !!
2. BUSINESS ADDRESS: 22 MUSIC STREET NOT MAILING ADDRESS !!
Number Street Suite
3. CITY: WEST TISBURY STATE: MA ZIP CODE: 02575
4. BUSINESS PHONE: (508 6938571) EXT: _____ CONTACT PHONE: () EXT: _____
5. BUSINESS START DATE: JAN 11 2000 6. NUMBER OF FULL TIME EMPLOYEES: 2
7. OWNERSHIP TYPE: LLC (S=Sole Ownership; P=Partnership; C=Corporation; L=Limited Partnership; E=Estate; T=Trust; X=LLC or LLP)
8. DO YOU OWN THIS BUSINESS LOCATION? ☒ YES ☐ NO
9. EMAIL/WEBSITE ADDRESS: Policy-Partners.com
10. MAILING NAME: STRATEGIC POLICY PARTNERSHIP ATTENTION: ROBERT WASSERMAN
11. MAILING ADDRESS: PO Box 577
Number Street Suite
CITY: WEST TISBURY STATE: MA ZIP CODE: 02575

12. BUSINESS OWNERSHIP REQUIRED:

Owner(s) Names - First & Last Name(s) and Title (i.e., President, Secretary or Agent for Service).	Social Security Number (required)	Driver's License Number and State
1. <u>ROBERT WASSERMAN</u>	<u>022324924</u>	<u>Mass 501818022</u>
2. <u>Managing Partner</u>		
3. <u>SUSAN WASSERMAN, Manag. Partner</u>	<u>296381773</u>	<u>Mass 504082924</u>

13. FEDERAL TAX ID #: 45-4599331 (If Partnership, Corp, LLC/LLP, or Trust) 14. PUC NUMBER: N/A
15. ZONING PERMIT NO: N/A 16. CALIF. STATE SELLER'S PERMIT NO. N/A
17. REGISTRATION FEE: (Due within 30 days of the business start date): 17. \$ 60.00
18. PENALTY (Add \$6.00 if registration fee is paid 30-60 days after business start date or add \$15.00 if registration fee is paid more than 61 days after business start date): * 18. \$ N/A
19. PAYMENT ENCLOSED: Payment of registration fee must be included. (Add Lines 17 & 18): 19. \$ 60.00
Please make your check or money order payable to "Oakland Business Tax". * See attached
20. CREDIT CARD INFORMATION: ☐ Visa ☒ MasterCard ☐ Discover
Credit Card Number: 5528 4100 0352 4199 Expiration Date: 08 MO 2014 YR
Amount Charged to This Card: \$ 60 Signature: Susan Wasserman
- 21.

A. PLEASE CHECK THE APPROPRIATE BOX IF APPLICABLE TO YOUR BUSINESS: (MAY BE SUBJECT TO LITTER FEE)
☐ Convenience Markets ☐ Fast Food Business ☐ Gasoline Station Markets ☐ Liquor Stores

B. IF YOUR BUSINESS IS LOCATED IN MONTCLAIR OR ROCKRIDGE, YOU ARE SUBJECT TO THE BUSINESS IMPROVEMENT DISTRICT FEE. (PLEASE INDICATE WHICH DISTRICT): ☐ MONTCLAIR ☐ ROCKRIDGE

22. PROVIDE A DETAILED DESCRIPTION OF YOUR BUSINESS ACTIVITY: CONSULTING

I declare, under penalty of perjury, that to the best of my knowledge, all information contained on this application is true and complete.

Signature: Susan Wasserman Title: Administrator Date: 8/9/2012

Initials:

Payment Type:

Date:

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 1320 • OAKLAND, CALIFORNIA 94612

(510) 238-3704
FAX (510) 238-7128
TDD (510) 238-3254**Acknowledgement of Payment Received****August 17, 2012**

The City of Oakland Business Tax Section acknowledges receipt of the following payment on the date printed above.

Payment Type: **MASTERCARD**

Registration Fee \$60.00

Total \$60.00

This payment will be tendered against the following account(s):

Account	Account Name	Business Address
28034230	STRATEGIC POLICY PARTNERSHIP LLC	22 MUSIC ST
Total number of Accounts		1

Business Tax certificates are issued for accounts that are paid in full after your payment has been processed and accepted by our bank. Please keep this acknowledgement for your records. Thank you.

Payment received by: Sandra Blanton

CITY OF OAKLAND-BTCSU
250 FRANK OGAWA PL 1320
OAKLAND, CA 94612TERMINAL ID: 007011984
MERCHANT #: 329077400995MC
#XXXXXXXXXXXX4199
SALE
BATCH: 000365 INVOICE: 0656940100
DATE: AUG 17, 12 TIME: 15131
SQ: 003 AUTH NO: 044699
CC: X**TOTAL \$60.00****CUSTOMER COPY**

City of Oakland
Finance and Management Agency
Risk Management Division

INSURANCE REQUIREMENTS MODIFICATION REQUEST

PROJECT MANAGER: Complete Items #1 through 8, then send/deliver completed form with all the attachments shown in Item #6 below to: Finance and Management Agency, Risk Management Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Phone (510) 238-7165/Fax (510) 238-4749.

- 1 Name of Consultant: Strategic Policy Partnership, LLC
- 2 Project Name & Number: Strategic Policy Partnership, LLC, P401310
- 3 Start & End Date of Contract: August 13, 2012-February 12, 2013
- 4 Project Description: OPD current systems review for development of a future Plan of Action and Strategic Plan
- 5 Reason for Insurance Modification Requested: (Complete all that apply)

Commercial General Liability:

☒ Waive

Justification: A small corporation seeking reduced Commercial General Liability to \$1 million per occurrence.

☒ Reduce to: \$ 1,000,000

Provisional acceptance of CGL \$1M/\$2M granted, subject to receipt of Endorsement (requested by PHP 9/18/12).

Workers' Compensation:

☐ Waive

Justification: WC is not waived. Contractor carries WC insurance, but has not produced documentation, asserting that no employees will work on the project.

Automobile Liability:

☐ Waive

Justification: _____

☐ Reduce to: \$ _____

Other:

☒ Waive

Justification: Reduction of Professional Liability to \$1,000,000 per attached letter

☐ Reduce to: \$ _____

6 Attachments Required:

☒ Schedule A - Scope of Services

☒ Schedule M - Independent Contractor's Questionnaire

☒ Schedule Q - Insurance Requirements

☒ Existing Insurance documentation from Contractor

☒ Signed statement from Contractor on company letterhead verifying reason for waiver or reduction of each insurance requirement.

7 Other Comments: _____

8

Project Manager

CHIEF

Title/Department

4 SEP 12

Date of Request

Phone

Fax

E-Mail

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

9 Identify Risk to the City: _____

☒ Request Granted

☐ Request Denied

Authorizing Signature

October 8, 2012

Date

City of Oakland
Finance and Management Agency
Risk Management Division

INSURANCE REQUIREMENTS MODIFICATION REQUEST

PROJECT MANAGER: Complete Items #1 through 8, then send/deliver completed form with all the attachments shown in Item #6 below to: Finance and Management Agency, Risk Management Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Phone (510) 238-7165/Fax (510) 238-4749.

- 1 Name of Consultant: Strategic Policy Partnership, LLC
- 2 Project Name & Number: Strategic Policy Partnership, LLC, P401310
- 3 Start & End Date of Contract: August 13, 2012-February 12, 2013
- 4 Project Description: QPD current systems review for development of a future Plan of Action and Strategic Plan
- 5 Reason for Insurance Modification Requested: (Complete all that apply)

Commercial General Liability:

☒ Waive

Justification: A small corporation seeking reduced Commercial General Liability to \$1 million per occurrence.

☒ Reduce to: \$ 1,000,000

Revised endorsement requested by PHP 9/18/12.

Workers' Compensation:

☐ Waive

Justification: Contractor carries WC, but claims no employees will work on this project. ACORD was not produced.

Automobile Liability:

☐ Waive

Justification: _____

☐ Reduce to: \$ _____

Other:

☒ Waive

Justification: Reduction of Professional Liability to \$1,000,000 per attached letter

☐ Reduce to: \$ _____

6 Attachments Required:

☒ Schedule A - Scope of Services

☒ Schedule M - Independent Contractor's Questionnaire

☒ Schedule Q - Insurance Requirements

☒ Existing insurance documentation from Contractor

☒ Signed statement from Contractor on company letterhead verifying reason for waiver or reduction of each insurance requirement.

7 Other Comments: _____

8

Project Manager

CHICF
Title/Department

4 SEP 12
Date of Request

Phone _____

Fax _____

E-Mail _____

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

9 Identify Risk to the City: _____

☒ Request Granted

☐ Request Denied

[Signature]
Authorizing Signature

October 5, 2012
Date

Strategic Policy Partnership, LLC

P. O. Box 577
West Tisbury, Massachusetts 02575
(508) 693-8571

August 22, 2012

INSURANCE REQUIREMENTS

Juanita Velasquez
Oakland Police Department
455 7th Street 7th Floor
Oakland, CA 94507

Dear Juanita:

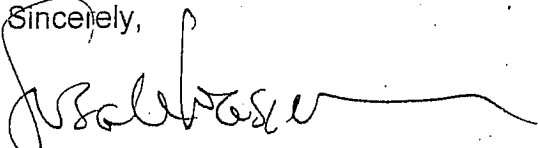
This letter is to request modification of the Oakland requirements of commercial general liability insurance and professional liability insurance of \$2M.

We are located on the island of Martha's Vineyard and have limited access to insurance agencies. We use Martha's Vineyard Insurance Agency for all our home, auto and business lines (except Workmen's Comp through Paychex). We carry \$2M limit of coverage for general liability with Hanover Insurance Group because they will write that amount. The \$1M per occurrence limit is because they are our single source of commercial insurance and they will not increase our single occurrence coverage to \$2M. The same holds true for our professional liability insurance written by Philadelphia Insurance Companies.

In 2009, when we had an earlier contract with the City of Oakland, we had to make this same request and the necessary waivers were granted.

Thank you for your consideration.

Sincerely,



Susan Wasserman
Administrator

cc Patricia Petersen

Strategic Policy Partnership, LLC

Box 577
West Tisbury, MA 02575
(508) 693-8571

Juanita M. Velasquez
Oakland Police Department
455 7th Street, 7th Fl.
Oakland, CA 94607

Dear Ms.

This letter requests a waiver from the requirement that the Strategic policy Partnership maintain liability limits of \$2,000,000 for the pending contract with the City of Oakland.

The firm, being a small business, only carries \$1,000,000 limits on our liability due to the extensive cost of raising that limit. To do so would seriously impact the charge fees we must bill clients and thus place some communities out of the range of our services.

We thus request that our current limit of \$1,000,000 be accepted for the pending contract. In prior work for the City of Oakland, in the search for Chief of Police, the city accepted the lower limit for the same reasons.

Your assistance in this matter is appreciated.

Sincerely,

Robert Wasserman

Robert Wasserman
Chairman

Client#: 4

RATPOL

DATE (MM/DD/YYYY)

8/13/12

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

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 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 Martha's Vineyard Ins Agcy-VH PO Box 998 Vineyard Haven, MA 02568 508 693-2800	CONTACT NAME: Jil Wallace	FAX (A/C, No):
	PHONE (A/C, No, Ext): 508 693-2800	E-MAIL ADDRESS: jwallace@mvinsurance.com
INSURED Strategic Policy Partnership, LLC, Robert Wasserman P O Box 577 West Tisbury, MA 02575	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hanover Insurance Co	NAIC # 22292
	INSURER B: Philadelphia Ins. Cos.	
	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.

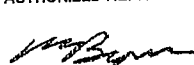
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	ZDE9046552	03/12/2012	03/12/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$0
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		ZDE9046552	03/12/2012	03/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional		PHSD748430	07/25/2012	07/25/2013	1,000,000

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

Consultant

CERTIFICATE HOLDER

CANCELLATION

City of Oakland, its Councilmembers, directors, officer s, agents & employees & volunteers, Oakland Police Dept. 455 7th St., 7th Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Policy Change # 8 Effective 08/10/2012

This supersedes any previous declarations bearing the same policy number for this policy period

Hanover Insurance Company 440 Lincoln Street, Worcester MA 01605
Commercial Line Policy
Common Declarations

AE

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	To		
ZHE 9046552 01	03/12/2012	03/12/2013	Hanover Insurance Company	1501469

Named Insured and Address :

Agent :

STRATEGIC POLICY PARTNERSHIP
LLC AND ROBERT WASSERMAN
WEST TISBURY MA 02575

MARTHA'S VINEYARD INS.
AGENCY, INC.
PO BOX 549
PROVIDENCE RI 02901

Branch : Connecticut Branch Office

Policy Period : From 03/12/2012 To 03/12/2013

12:01 A.M. Standard Time at Your Mailing Address Shown Above.

Business Description : CONSULTANT/MUNICIPAL

Legal Entity : Individual

In Consideration of the premium, insurance is provided the Name Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

Commercial Property Coverage	\$482.00
Commercial General Liability Coverage	\$1,026.00
Commercial Inland Marine Coverage	Not Covered
Commercial Crime Coverage	Not Covered
Total Surcharge Premium	N/A
Additional Premium For Policy Minimum	N/A
** Total	\$1,508.00

\$37.00

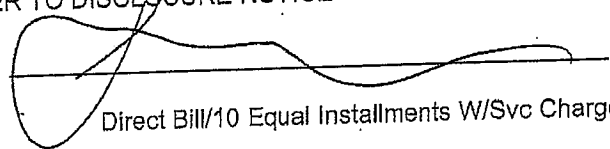
Additional/Return Premium for Endorsement:

**INCLUDES PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE

Countersigned

10/9/12

By



Direct Bill/10 Equal Installments W/Svc Charge

Group Number ZKB



STRATEGIC POLICY PARTNERSHIP

ZHE 9046552 01

MARTHA'S VINEYARD INS.

This supersedes any previous declaration bearing
the same policy number for this policy period

Endorsement Recap

Endorsement Number: 8

Effective: 08/10/2012

Reason for Endorsement:

Multiple Changes

Add AI - City of Oakland

Forms And Endorsement * Added / Deleted

Listing of Forms * added, deleted or amended by Endorsement:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
* 221-0163	10/03	Manuscript Endorsement



STRATEGIC POLICY PARTNERSHIP

ZHE 9046552 01

MARTHA'S VINEYARD INS.

Locations of All Premises You Own, Rent or Occupy

Location: 1

22 MUSIC ST
West Tisbury MA
02575

Forms Applicable to all Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
* 221-0163	10/03	Manuscript Endorsement
231-0475	06/89	Notice Inquires to PILR on info on Claim
401-1127	01/08	Notice - Disclosure of Premium - Acceptance of Coverage
401-1131	01/08	Terrorism Coverage Acceptance
401-1135	01/08	Notice To Policyholders Terrorism Coverage Acceptance
IL 00 03	09/08	Calculation Of Premium
IL 00 17	11/98	Common Policy Conditions
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 09 35	07/02	Exclusion of Certain Computer-Related Losses
IL 09 52	03/08	Cap On Losses From Certified Acts Of Terrorism
SIG 00 01	06/05	Signature Page - Hanover



STRATEGIC POLICY PARTNERSHIP

ZHE 9046552 01

MARTHA'S VINEYARD INS.

Commercial General Liability Coverage Part Declaration

Audit Frequency:	Annual	
Limits of Insurance:		\$2,000,000
General Aggregate Limit		
Products-Completed Operations Aggregate Limit		EXCLUDED
Each Occurrence Limit		\$1,000,000
Personal and Advertising Injury Limit		\$1,000,000
Fire Damage Limit, Any One Fire		\$100,000
Medical Expense Limit, Any One Person		\$5,000
General Liability Deductible:		\$1,026.00
Total Advance Commercial General Liability Premium		

Forms Applicable to General Liability Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
421-0022	12/90	Asbestos Liability Exclusion
421-0080	01/03	Commercial General Liability Special Broadening Endorsement
421-0183	01/99	Hired Auto and Non-Owned Auto Liability
421-0803	12/09	Broadened Coverage For Non-Owned Watercraft
421-0805	12/09	Broadened Coverage For Newly Acquired Or Formed Organizations
421-0814	12/09	Exclusion- Personal And Advertising Injury From Internet Activities
421-0818	12/09	Worldwide Coverage Territory
421-0820	12/09	Exclusion- Infringement Of Copyright, Patent, Trademark Or Trade Secret
		- Changes
421-0832	12/09	Broadened Property Damage - Rented Premises
CG 00 01	12/07	Commercial General Liability Coverage Form
CG 00 62	12/02	War Liability Exclusion
CG 00 68	05/09	Recording And Distribution of Material or Information In Violation of Law
		Exclusion
CG 04 35	12/07	Employee Benefits Liability Coverage
CG 20 10	07/04	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
		Additional Insured - Designated Person or Organization
CG 20 26	07/04	Exclusion - Products and Completed Operations Hazard
CG 21 04	11/85	Exclusion - Designated Professional Services
CG 21 16	07/98	Contractual Liability Limitation
CG 21 39	10/93	Employment - Related Practices Exclusion
CG 21 47	12/07	Amendment of Liquor Liability Exclusion - Exception for Scheduled
CG 21 51	09/89	Activities



STRATEGIC POLICY
PARTNERSHIP

ZHE 9046552 01

MARTHA'S VINEYARD INS.

Commercial General Liability Classification Schedule Declaration
Forms Applicable to General Liability Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 21 70	01/08	Cap On Losses From Certified Acts Of Terrorism
CG 21 76	01/08	Exclusion of Punitive Damages Related To a Certified Act of Terrorism
CG 21 96	03/05	Silica or Silica-Related Dust Exclusion
CG 24 04	05/09	Waiver of Transfer of Rights of Recovery Against Others to Us



STRATEGIC POLICY PARTNERSHIP

ZHE 9046552 01

MARTHA'S VINEYARD INS.

Commercial General Liability Classification Schedule Declaration

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	MA	517	41677	334	\$31,518 Payroll	1,000	2.67	\$53.00

Products – Completed Operations are Included in the General Aggregate Limit

Consultants

Miscellaneous/Optional General Liability Coverages

	<u>Advance Premium</u>
Broadened Property Damages - Rental Premises	\$121.00
Hired Auto Coverage	\$35.00
Non-Owned Auto Coverage	\$92.00
Employee Benefits Coverage	\$174.00
General Liability Special Broadening Endorsement	\$158.00
Owners Lessees Or Contr CG2010	\$63.00
Owners Lessees Or Contr CG2010	\$63.00
Owners Lessees Or Contr CG2010	\$63.00
Waiver of Subrogation	\$63.00
Terrorism Premium	\$35.00

Additional Premium for Coverage Minimum:

N/A

Total Advance General Liability Premium

\$1,026.00

Subline 334

Premises and Operations

STRATEGIC POLICY PARTNERSHIP

ZHE 9046552 01

MARTHA'S VINEYARD INS.

General Liability of Additional Interest**Location: 1****Owners Lessees Or Contr CG2010**

Town of East Haven, CT
ATTN: Joseph H. Zullo, Town Hall
250 Main
East Haven CT 06512

Location: 1**Owners Lessees Or Contr CG2010**

City of Allentown, its Officers
Agents, and Employees
City Hall 435 Hamilton St.
Allentown PA 18101

Location: 1**Owners Lessees Or Contr CG2010**

City of Oakland-See Manuscript
c/o Oakland Police Dept.
455 7th St., 7th Floor
Oakland CA 94607

Location: 1**Designated Person/Org CG2026**

City of Hartford
550 Main St., Room 100
Hartford CT 06103



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

It is hereby agreed and understood that the additional insured City of Oakland should read:
City of Oakland, its Councilmember, directors, officers, agents and employees and volunteers.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 03/12/2012

this endorsement forms a part of Policy No. ZHE 9046552 01

Issued to

By Hanover Insurance Company

Date of Issue

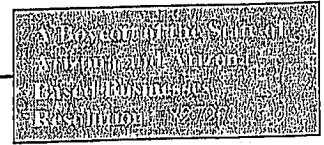
Countersigned by

Authorized Representative of the Company



Schedule B-2 – Arizona Resolution
Declaration of Compliance

Declaration of Compliance with the Arizona Resolution



To be completed by Business Owner.

- (1) Business Name STRATEGIC POLICY PARTNERSHIP LLC
- (2) Business Contact Person: (Name/Title) ROBERT WASSERMAN, PRINCIPAL/MANAGER
- (3) Business Contact Person: (Phone/E-mail) 508 693 3344 8571 Wasserman@policy-partners.com
- (4) Business Headquarters Address 22 MUSIC ST WEST TUBURY MA 02575
- (5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency: _____
- (6) The above named company is currently responding to the following contract opportunity:
- Title: _____
- Project Number: _____
- Name of City Contact/Project Manager/Agency/Department _____
- Phone/ e-mail _____

A

☒ I declare under penalty of perjury that my company is NOT headquartered in Arizona

Signed (Business Owner) [Signature] Date 8/9/12

☐ I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because _____

(Please use attachments if additional space is needed).

Signed (Business Owner) _____ Date _____

B



Schedule C-1
**"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"**
(To be completed by the prime)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that:

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland and Redevelopment Agency Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 20% L/SLBE participation, of which at minimum 10% has been allotted to Local Business Enterprises (LBE), and 10% has been allotted to Small Local Business Enterprises (SLBE); and that 20% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to construction services projects). In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive.

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payroll reports, including all tiers of subcontractors for this project (certified payroll applicable only to construction services projects).

As prime, I agree to submit with the final payment request, a completed "Exit Report and Affidavit form". The Exit Report and Affidavit Form is located on the City's website at <http://cces.oaklandnet.com/cceshome/>.

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

8/9/2012

Date

Signature of Authorized Representative

STRATEGIC POLICY PARTNERSHIP, LLC

Company Name

ROBERT WASSERMAN

Type or Print Name

PO Box 577

Address

MANAGER

Type or Print Title

WEST TILBURY

City

MA

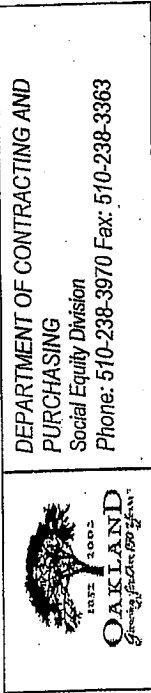
State

02575

Zip

508 693 8571

Phone/Email



DEPARTMENT OF CONTRACTING AND
PURCHASING
Social Equity Division
Phone: 510-238-3970 Fax: 510-238-3363

SCHEDULE D
OWNERSHIP, ETHNICITY and GENDER
QUESTIONNAIRE

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm or Individual Name STRATEGIC POLICY PARTNERSHIP LLC Phone (510) 693 8571
Street Address 22 Davis St City NEWTON State MA Zip 02459 Federal ID # 78-4599331
City of Oakland Business License Number APPLICATED AUG 2012 Completed by: _____
Phone if different from above _____

(Please check one and explain below)

- ☐ Self Employed, Name of Owner _____
☒ Partnership, General or Limited LLC Names of Partners ROBERT WASSERMAN, SARA WASSERMAN
☐ Joint Venture, Names of Participants _____

☐ Corporation, State of Incorporation _____

Ownership Interests

All owners must be listed
in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II: CERTIFICATIONS

Please attach a copy of the
certification letter or provide the
certification number and expiration
date.

- ☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____
☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
☐ Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____
☐ Other _____ Expiration Date _____

Part III: Ethnicity and Gender of Employees

NOT
CONSISTENT

	Male							Female							
	Employment Category	Total Employees	Oakland Residents	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/ Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management															
Professional		2											2		
Technical															
Clerical															
Trades															

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature [Signature]

Print Name Robert Wasserman Title Manager Date 8/9/12

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they submit bids, proposals or applications for a City or Agency contract or transaction involving:

- the purchase of products, construction, non-professional or professional services,
- contracts with concessionaires, facility or program operators or managers,
- contracts with project developers, including Disposition and Development Agreements, Lease Disposition and Development Agreements and other participation agreements
- loans and grants, or
- acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation, and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland or Redevelopment Agency, (2) could result in a new claim or new lawsuit against the City of Oakland or Redevelopment Agency, or (3) could result in a cross-complaint or any other action to make the City of Oakland or Redevelopment Agency a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Oakland Redevelopment Agency.

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

Individuals, businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or Oakland Redevelopment Agency?

☒ No

Yes (circle one)

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

(check) _____ Additional Disputes listed on Attachment

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature: [Signature]

Print Name: ROBERT WASSERMAN

Title: Manager Date: 8/9/12

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Strategic Policy Partnership, LLC

Date August 27, 2012

October 5, 2012



City Attorney/Assistant City Attorney/
Deputy City Attorney

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Strategic Policy Partnership, LLC
SSN or Corporate Taxpayer ID No. of Contractor 45-4599331

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years.		X
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.		X
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. Both on and off city property. Interviews of police officials, looking at data and reports will be done on site; all other off-site.	X	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract 8 weeks, some employees or consultants will be there for 4 or 5 days many weeks.	X	
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		X

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract. 11-15-12		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. Paper, pens, computers, etc.	X	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. Overhead expenses of the firm.	X	
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. Look above! Fed: 45-4599331 MA - Same		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. Same services; Cincinnati Police Department	X	
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. DHS - analysis and drafting; DOJ Monograph; Govt of India Training; many others	X	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. NO.		X X
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	X	
15. <u>Within the past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		X
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. 22 Music Street, West Tisbury, MA 02575	X	

	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate #)	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		X
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?	X	
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		X
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. <i>Certificate of Corporation included. RPK</i> NOT SELF-EMPLOYED _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

8-27-12
Date

[Signature]
Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. _____

SCHEDULE M

**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED
BY REQUESTING DEPARTMENT**

Contracting Dept. or Agency Oakland Police Department
 Dept. or Agency Liaison Howard Jordan (Ext. 3365)
 Name of Contractor Strategic Policy Partnership, LLC
 Contractor EIN or SSN 45-4599331

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract.

1. Briefly describe the work to be performed by the Contractor.
 Contractor will review OPD current systems and compare to best practices.

2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants?
~~Duties will be assigned as needed.~~ *Work & duties provided under Schedule A. (RVF)*
3. Do you intend to give the Contractor instructions on how to do the work under the contract?
 No. _____
4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. No supervision needed. Results are project-oriented.

5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain?
 Finite project. _____
6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). On and off-site work; some full-time weeks.

7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification?
 Yes. _____
8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) N/A

9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour.
 No. _____

Revised 7/20/00

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)

10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe

Yes. Project amount is \$119,600. \$100,000 per contract terms (KOF)

11. Over how long a period of time will services under this contract be performed?
8/13/12-2/12/13.

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time Yes. Varied hours; some full-time weeks.

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. N/A

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof?
Yes.

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract?
No, Yes, included in project cost. (WF)

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?
No.

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. As needed.

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below:
Consultant only.

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

4 sep 12
Date

H. A. J. J. J.
Department or Agency Liaison



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Office of the City Administrator
Contracts & Compliance Division

(510) 238-3970
FAX (510) 238-3363
TDD (510) 238-2007

October 10, 2012

Robert Wasserman
Strategic Policy Partnership LLC
P.O.Box 577
West Tisbury, MA 02575

Dear Business Owner:

Congratulations. Based on a review of the Declaration of Nondiscrimination (Schedule N-1) and supporting documentation, it has been determined that your firm is in full compliance with the Equal Benefits Ordinance, Chapter 2.32 of the Oakland Municipal Code.

Enclosed, please find a certificate of compliance. Provided benefits currently in place have not changed, the enclosed certificate satisfies the compliance review for future submittals to the City of Oakland, including grant applications.

While the certificate does not bear an expiration date, please be advised that updated documentation is required for all substantive changes to the current compliance status. Substantive changes may include, but not limited to: an open enrollment period after the date of this correspondence that includes benefits different from those reviewed for compliance; changes to the current collective bargaining agreement that affect the conditions of compliance with the Equal Benefits Ordinance; and/or changes to personnel policies affecting compliance with the Equal Benefits Ordinance. Please notify this office should any of these changes occur.

Should you have questions regarding this correspondence or the attached certificate, please contact Ernestine Nettles at (510) 238-6160 or via e-mail at Enettles@Oaklandnet.com. Remember, attaching a copy of the attached certificate satisfies the compliance review process.

Again, congratulations on this most recent accomplishment and best wishes in all of your efforts to do business with the City of Oakland.

Sincerely,

Shelley Darensburg
Senior Contract Compliance Officer

Enclosure

Memo



City Administrator's Office: Contracts and Compliance Unit

To: Deborah Barnes
From: Ernestine Nettles, Contract Compliance Officer Assistant
Cc: File
Date: October 10, 2012
Re: **Living Wage Ordinance (LWO) /Equal Benefits Ordinance (EBO)**
Compliance Analysis of: Strategic Policy Partnership LLC

City's Administrator's Office, Contracts and Compliance Unit, reviewed the professional or specialized service agreement for the above referenced City Financial Assistance Recipient (CFAR).

Based on our review of the documentation submitted, it has been determined that the above reference firm is in compliance with the EBO and LWO requirements of the City of Oakland.

If you have any questions or need additional information, please contact me at ext. 6160.



City of Oakland

Equal Benefits Ordinance **Certificate of Compliance** *is hereby awarded to* **Strategic Policy Partnership LLC**

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Deborah Barnard Jr.
Shelley Darensburg
Senior Contract Compliance Officer

October 10, 2012
Date



Schedule N

DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.70 per hour with health benefits, or \$13.45 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.

- To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3-B "Compensated Days Off" of the Ordinance.
- Health Benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> and (2) <http://www.irs.gov/individuals/article/0,,id=96466.00.html>.
- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire: Please respond to the following questions:		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	2	
(2) How many of your permanent employees are paid above the Living Wage rate?	All	
(3) How many of your permanent employees are paid below the Living Wage rate?	0	
(4) Number of compensated days off per employee (Refer to item "a" above)	35	
(5) Number of trainees in your company?	0	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	0	

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

STRATEGIC POLICY PARTNERSHIP LLC
Company Name

PO Box 577, W. T. S. R. M. M. 82575
Address

508 693 8571 8/9/12
Area Code Phone Date

Signature of Authorized Representative

ROBERT WASSERMAN
Type or Print Name

MANAGER
Type or Print Title



Equal Benefits – Declaration of
Nondiscrimination/Equal Access
(Completed by the Prime Contractor ONLY)

Section A. Vendor/Contractor/Consultant/CFAR¹ Information

OK - 10/10/12

Name of Company STRATEGIC POLICY PARTNERSHIP LLC
Name of Company Contact ROBERT WASSERMAN
Address PO Box 577
City WEST TUBURY State MA Zip 02575
Phone Number 508 693 8571 Fax Number 508 693 1404
Vendor Number _____ Federal ID or Social Security Number 45-4599331
Approximate Number of Employees in the U.S. 2

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

Union Name(s) _____

Section B. Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) ☒ Yes ☐ No

Does your company provide or offer access to any benefits to employees with domestic partners²? (Please check one) ☒ Yes ☐ No

Section C. Compliance

Please check each benefit that applies

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	X				
Dental				X	
Vision				X	
Retirement (Pension, 401K, etc)				X	
Bereavement	X				
Family Leave	X				
Parental Leave					
Employee Assistance Program				MA	
Relocation & Travel				MA	
Company Discount, Facilities & Events				MA	
Credit Union				X	
Child Care				X	
Other					

Signature: [Signature]

Date: 8/9/12

¹ CFAR is a City Financial Recipient

² Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor.

City Representative: Howard Jordan Phone: 510 238-3365 Project Spec No: _____

Department: Chief of Police Contract/Proposal Name: Strategic Policy Partnership LLC

This is an ☒ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name: STRATEGIC POLICY PARTNERSHIP LLC Phone: 502 693 8571

Street Address: 22 MUSIC ST City: WEST TUESDAY State: WA Zip: 92575

Type of Submission (check one) ☐ Bid ☐ Proposal ☒ Qualification ☐ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name: STRATEGIC POLICY PARTNERSHIP LLC Phone: 502 693 8571

Street Address: 22 MUSIC ST City: WEST TUESDAY State: WA Zip: 92575

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

[Signature]
Signature

8/9/12
Date

ROBERT WASSERMAN
Print Name of Signer

MANAGER
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: _____ By: _____

Date Entered on Contractor Database: _____ By: _____