

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

5/13/2021  
Item No. 2.1  
MCR/msr

*MA*

**RESOLUTION NO. 21-23**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO: (1) ENTER INTO A CONTRACT WITH OSHKOSH AIRPORT PRODUCTS, LLC., IN AN AMOUNT NOT TO EXCEED \$1,135,896; AND (2) EXECUTE CONTRACT CHANGE ORDERS TO THE EXTENT NECESSARY IN AN AMOUNT NOT TO EXCEED \$20,104, CONCERNING THE PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING RESCUE 2 VEHICLE REPLACEMENT PROJECT AT OAKLAND INTERNATIONAL AIRPORT.**

---

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report Item No. 2.1 dated May 13, 2021 ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** Based upon the information contained in the Agenda Report, and testimony received, the Board finds and determines that:

A. The proposed action was reviewed in accordance with the requirements of the California Environmental Quality Act ("CEQA") and CEQA Guidelines. Pursuant to CEQA Guidelines Section 15378, purchasing replacement Aircraft Rescue Fire Fighting ("ARFF") vehicles does not qualify as a "Project" because it would not result in a physical change in the environment. Specifically, Section 15378(b)(2) states that "[c]ontinuing administrative maintenance activities, such as purchases for supplies" is not considered a project. Therefore, this action is not subject to CEQA.

B. It is in the best interest of the Port to authorize the procurement of ARFF Rescue 2 Vehicle Replacement Project at Oakland International Airport ("ARFF Replacement Project").

C. The development and use provided for in the project manual and the subsequent use of the development approved by this resolution are in conformity with the General Plan of the City of Oakland.

D. Pursuant to the Port Purchasing Ordinance, it is in the best interest of the Port to delegate to the Executive Director of the Port ("Executive Director") the authority to finally resolve all bid protests in connection with the ARFF Replacement Project.

**Section 2.** The Board hereby approves the following concerning the ARFF Replacement Project:

A. Award of a procurement contract ("Procurement Contract") to Oshkosh Airport Products, LLC ("Oshkosh"), the lowest responsible bidder, in a total amount not to exceed \$1,135,896.

B. Rejection of all other bids received and direction that securities accompanying said bids shall be returned to the respective bidders.

**Section 3.** The Board hereby authorizes the Executive Director to do the following concerning the ARFF Replacement Project:

A. Finally resolve bid protests pursuant to the Port Purchasing Ordinance.

B. Enter into a Procurement Contract with Oshkosh, the lowest responsible bidder, in a total amount not to exceed \$1,135,896.

C. Execute Procurement Contract change orders to the extent necessary in an amount not to exceed \$20,104.

**Section 4.** The Board further finds that:

A. The Chief Engineer or Principal Engineer is authorized to approve the project manual and plans for the ARFF Replacement Project in advance of construction, pursuant to Government Code Section 830.6.

B. A bond for the faithful performance of the work, and a bond to guarantee the payment of all claims for labor and materials furnished and for amounts due under the Unemployment Insurance Code, each in the amount of one hundred percent (100%) of the contract price shall be provided by the contractor as prescribed by applicable laws and regulations and the contract specifications.

C. The procedure prescribed by applicable laws, regulations and the contract specifications shall be taken for the execution of said contract.

**Section 5.** This resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

**Section 6.** This resolution shall be effective immediately upon adoption by the Board.

At the regular meeting held on May 13, 2021

Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Story and  
President Cluver – 6

Noes: – 0

Excused: Commissioner Martinez - 1

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

5/13/2021  
Item No. 2.2  
MCR/msr



**RESOLUTION NO. 21-24**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO: (1) ENTER INTO A CONTRACT WITH BLOCKA CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$745,500; (2) EXECUTE CONTRACT CHANGE ORDERS TO THE EXTENT NECESSARY IN AN AMOUNT NOT TO EXCEED \$100,000; (3) EXECUTE AN ANNUAL MAINTENANCE SUPPORT CONTRACT WITH BLOCKA CONSTRUCTION, INC. FOR UP TO TEN (10) YEARS, IN AN AGGREGATE AMOUNT NOT-TO-EXCEED \$1,000,000, ALL CONCERNING THE SHORE POWER SYSTEM COMPUTER REPLACEMENT PROJECT.**

---

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report Item No. 2.2 dated May 13, 2021 ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** Based upon the information contained in the Agenda Report, and testimony received, the Board finds and determines that:

A. The proposed actions were reviewed in accordance with the requirements of the California Environmental Quality Act ("CEQA") and CEQA Guidelines. The proposed project is categorically exempt pursuant to Section 15301 of the CEQA Guidelines, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. No further environmental review is required.

B. It is in the best interest of the Port to authorize the Shore Power System Computer Replacement Project ("Shore Power Computer Project").

C. The development and use provided for in the project manual and the subsequent use of the development approved by this resolution are in conformity with the General Plan of the City of Oakland.

D. Pursuant to the Port Purchasing Ordinance, it is in the best interest of the Port to delegate to the Executive Director of the Port ("Executive Director") the authority to finally resolve all bid protests in connection with the Shore Power Computer Project.

**Section 2.** The Board hereby approves the following concerning the Shore Power Computer Project:

A. Award of a contract for construction to Blocka Construction, Inc. ("Blocka"), the lowest responsible responsive bidder, in a total amount not to exceed \$745,500 ("Construction Contract").

B. Rejection of all other bids received and direction that securities accompanying said bids shall be returned to the respective bidders.

C. Award of an annual maintenance support contract ("Maintenance Contract") to Blocka in an amount not-to-exceed \$1,000,000, for up to ten (10) years.

**Section 3.** The Board hereby authorizes the Executive Director to do the following concerning the Shore Power Computer Project:

A. Finally resolve bid protests pursuant to the Port Purchasing Ordinance.

B. Enter into the Construction Contract with Blocka in a total amount not to exceed \$745,500.

C. Execute Construction Contract change orders to the extent necessary in an amount not to exceed \$100,000.

D. Execute the Maintenance Contract with Blocka in an amount not-to-exceed \$1,000,000.

E. Make such additions, modifications, or corrections as necessary to issue the Construction Contract or the Maintenance Contract or to correct errors, subject to the limitations set forth herein and provided that any such addition, modification, or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report and is approved as to form and legality by the Port Attorney.

**Section 4.** The Board further finds that:

A. The Chief Engineer or Principal Engineer is authorized to approve the project manual and plans for the Shore Power Computer Project in advance of construction, pursuant to Government Code Section 830.6.

B. A bond for the faithful performance of the work, and a bond to guarantee the payment of all claims for labor and materials furnished and for amounts due under the Unemployment Insurance Code, each in the amount of one hundred percent (100%) of the contract price shall be provided by the contractor as prescribed by applicable laws and regulations and the contract specifications.

C. The procedure prescribed by applicable laws, regulations and the contract specifications shall be taken for the execution of said contract.

**Section 5.** This resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

**Section 6.** This resolution shall be effective immediately upon adoption by the Board.

At the regular meeting held on May 13, 2021

Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Story and  
President Cluver – 6

Noes: – 0

Excused: Commissioner Martinez - 1

*MA*

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION NO. 21-25**

**RESOLUTION AUTHORIZING THE PREPAYMENT OF THE PORT OF OAKLAND'S PROPORTIONATE SHARE OF THE FY 2022 UNFUNDED ACCRUED LIABILITY FOR THE CITY OF OAKLAND ("CITY") MISCELLANEOUS PLAN (CALPERS PENSION PLAN) IN THE AMOUNT OF \$20,355,872 TO THE CITY, BY JULY 22, 2021, AND APPROVING A LETTER AGREEMENT WITH THE CITY REGARDING PROCEDURES FOR FY 2022 AS A RESULT OF THE CITY PARTICIPATING IN THE CALPERS PRE-PAY PROGRAM.**

**WHEREAS**, the Port of Oakland ("Port") participates in the California Public Employees' Retirement System ("CalPERS") through the City of Oakland ("City") Miscellaneous Plan; and

**WHEREAS**, the City is the contracting agency with CalPERS; and

**WHEREAS**, the City staff desires to participate in the CalPERS Pre-Pay Program, which in Fiscal Year 2022 ("FY 2022") provides a 3.326% discount on the Unfunded Accrued Liability ("UAL") portion of the annual pension contribution amount if pre-paid in full by July 31, 2021, in lieu of making 12 monthly payments over the course of the fiscal year; and

**WHEREAS**, in order for the City to participate in the CalPERS Pre-Pay Program, the City requires the Port to pre-pay its proportionate share of the FY 2022 UAL; and

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report Item No. 2.3, dated May 13, 2021 ("Agenda Report") and related agenda materials, has received the expert testimony of Port staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report, in related agenda materials, and in testimony received;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The Board hereby finds and determines that this action was reviewed in accordance with the requirements of the California Environmental Quality Act ("CEQA"). Per CEQA Guidelines Section 15378, the proposed action would not qualify as a "Project" because it would not result in a physical change in the environment. Specifically, Section 15378(b)(4) states that the "creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project" are not considered a project. Therefore, the proposed action is not subject to CEQA.

**SECTION 2.** The Board hereby:

- A. Approves a Letter Agreement with the City outlining certain procedures for FY 2022 as a result of the City participating in the CalPERS Pre-Pay Program;
- B. Authorizes the Chief Financial Officer of the Port to (i) execute such Letter Agreement, subject to approval as to form and legality by the Port Attorney, and (ii) make such additions, modifications, or corrections as necessary to implement the Letter Agreement or to correct errors, provided that any such addition, modification, or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report; and
- C. Authorizes the transfer of \$20,355,872 to the City, via a book transfer of funds, by July 22, 2021 (or such earlier date as reasonably requested by the City) for the purpose of pre-paying the Port's proportionate share of the FY 2022 UAL of the City Miscellaneous Plan, for which the Port is a participant.

**SECTION 3.** This resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to the other contracting party, there shall be no valid or effective agreement.

**SECTION 4.** This resolution shall be effective immediately upon adoption by the Board.

At the regular meeting held on May 13, 2021

Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Story and  
President Cluver – 6

Noes: – 0

Excused: Commissioner Martinez - 1



MA

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION NO. 21-26**

**RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTIVE DIRECTOR TO WAIVE FORMAL  
COMPETITION AND ENTER INTO A PROFESSIONAL  
SERVICES AGREEMENT WITH ABSOLUTE  
CONSULTING, INC., DBA ABSOLUTE CONSULTING  
SOFTWARE DEVELOPMENT, INC., FOR ADVANCED-  
LEVEL ORACLE ENTERPRISE RESOURCE PLANNING  
SYSTEM SUPPORT FOR THREE YEARS WITH TWO,  
ONE-YEAR EXTENSION OPTIONS, FOR A TOTAL  
AMOUNT NOT TO EXCEED \$1,300,000.**

---

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report for Agenda Item No. 2.4, dated May 13, 2021, and related agenda materials ("Agenda Report"), has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report, and in related agenda materials and in testimony received;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** Based upon the information contained in the Agenda Report and in testimony received, the Board finds and determines that:

A. The requested action is not subject to the California Environmental Quality Act ("CEQA") as it is not a "project" as defined by Section 15378 of the CEQA Guidelines because it can be seen with certainty that entering into the requested contract will not have the potential to result in a direct or indirect physical change in the environment.

B. The requested action is for obtaining professional and technical services that are temporary in nature, is in the public interest because of economy and better performance, and will not result in the loss of employment or salary by any person having permanent status in the competitive service.

**Section 2.** The Board hereby approves and authorizes the Executive Director to:

- A. Waive competitive procurement procedures and to enter into a professional services agreement with **Absolute Consulting, Inc., dba Absolute Consulting Software Development, Inc.**, for advanced-level Oracle Enterprise Resource Planning support for three years with two, one-year extension options, for a total amount not to exceed \$1,300,000, subject to approval as to form and legality by the Port Attorney; and
- B. Make any additions, modifications, or corrections necessary to execute the professional services agreement or to correct errors, subject to the limitations set forth herein, provided that any addition, modification, or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report, and are approved as to form and legality by the Port Attorney.

**Section 3.** This resolution is not evidence of and does not create or constitute: (a) a contract, or the grant of any right, entitlement, or property interest; or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. This resolution approves and authorizes the execution of a contract in accordance with the terms of this resolution. Unless and until a separate written contract is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective contract.

**Section 4.** This resolution shall be effective immediately upon adoption by the Board.

At the regular meeting held on May 13, 2021  
Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Story and  
President Cluver – 6  
Noes: – 0  
Excused: Commissioner Martinez - 1



**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION NO. 21-27**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH ABC SECURITY SERVICES, INC. TO (1) EXTEND THE TERM OF THE AGREEMENT FOR ONE YEAR EXPIRING JUNE 30, 2022, AND (2) INCREASE THE TOTAL MAXIMUM COMPENSATION BY \$280,000 THROUGH JUNE 30, 2022, FOR A MAXIMUM CONTRACT AMOUNT NOT TO EXCEED \$1,500,000 FOR SECURITY SERVICES AT MIDDLE HARBOR SHORELINE AND PORT VIEW PARKS.**

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report Item No. 2.5, dated May 13, 2021 ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, in December 2014 following a competitive selection process, the Board authorized execution of an agreement with **ABC Security Services, Inc. ("ABC")** for an amount not to exceed \$600,000, for unarmed security services at Middle Harbor Shoreline Park ("MHSP") with an expiration date of August 3, 2019 ("Agreement"); and

**WHEREAS**, pursuant to Board approval, the Agreement has been amended and currently has an expiration date of June 30, 2021, and a maximum compensation amount of \$1,220,000; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** Based upon the information contained in the Agenda Report and testimony received, the Board hereby finds and determines that:

A. The proposed extension of the Agreement with **ABC** has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and CEQA Guidelines. The general rule in Section 15061(b)(3) of the Guidelines states that CEQA applies only to activities that have a potential for causing a significant effect on the environment. Because it can be seen with certainty that there is no possibility that the proposed amendment of the Agreement may have a significant effect on the environment, the action is not a "Project" under CEQA, and is not subject to CEQA under the General Rule Exclusion. No further review of this action under CEQA is required.

B. The proposed extension of the Agreement with **ABC** involves an agreement for services of a professional, technical nature that are temporary in nature and will not result in the loss of employment or salary by any person having permanent status in the competitive service, and that is in the best interest of the Port to continue to secure such services from **ABC**.

**SECTION 2.** The Board hereby:

A. Approves a Supplemental Agreement with **ABC** to (1) extend the Agreement with a term ending no later than June 30, 2022, and (2) increase the maximum compensation by \$280,000 for a total maximum compensation not to exceed \$1,500,000.

B. Authorizes the Executive Director to (i) execute such Supplemental Agreement described herein, subject to approval of all documents as to form and legality by the Port Attorney and (ii) make such additions, modifications, or corrections as necessary to implement the Agreement, as amended by the Supplemental Agreement, or to correct errors, subject to the limitations set forth herein and provided that any such addition, modification, or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report and are approved as to form and legality by the Port Attorney.

**SECTION 3.** This resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

**SECTION 4.** This resolution shall be effective immediately upon adoption by the Board.

At the regular meeting held on May 13, 2021  
Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Story and  
President Cluver – 6  
Noes: – 0  
Excused: Commissioner Martinez - 1



**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION NO. 21-28**

**RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTIVE DIRECTOR TO ENTER INTO AN  
AGREEMENT WITH DASHER TECHNOLOGIES, INC. TO  
PROCURE TWO (2) INFORMATION TECHNOLOGY  
STORAGE ARRAYS FOR THE OAKLAND  
INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO  
EXCEED \$499,939.33.**

---

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report for Agenda Item No. 2.6, dated May 13, 2021, and related agenda materials ("Agenda Report"), has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report, and in related agenda materials and in testimony received;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** Based upon the information contained in the Agenda Report and in testimony received, the Board finds and determines that the requested action is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15301 of the CEQA Guidelines, Existing Facilities, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The requested action does not propose any changes to premises or uses thereon.

**Section 2.** The Board hereby approves and authorizes the Executive Director of the Port to:

- A. Enter into an agreement with **Dasher Technologies, Inc.**, to procure two information technology storage arrays for the Oakland International Airport in an amount not to exceed \$499,939.33, subject to approval as to form and legality by the Port Attorney; and

- B. Make any additions, modifications, or corrections necessary to execute the agreement or to correct errors, subject to the limitations set forth herein, provided that any addition, modification, or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report, and are approved as to form and legality by the Port Attorney.

**Section 3.** This resolution is not evidence of and does not create or constitute: (a) a contract, or the grant of any right, entitlement, or property interest; or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. This resolution approves and authorizes the execution of a contract in accordance with the terms of this resolution. Unless and until a separate written contract is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective contract.

**Section 4.** This resolution shall be effective immediately upon adoption by the Board.

At the regular meeting held on May 13, 2021  
Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Story and  
President Cluver – 6  
Noes: – 0  
Excused: Commissioner Martinez - 1

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

5/13/2021  
Item No. 5.2  
DSC/msr



**RESOLUTION NO. 21-29**

**RESOLUTION APPROVING AND AUTHORIZING THE RESCISSION  
OF PORT OF OAKLAND ("PORT") ADMINISTRATIVE POLICY  
AND PROCEDURE ("AP") 16 (INTERNAL REVIEW PROTOCOL)  
AND THE AMENDMENT OF PORT AP 18 (WHISTLEBLOWER  
PROTECTION POLICY) AND PORT AP 19 (WHISTLEBLOWER  
HOTLINE POLICY).**

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report for Agenda Item 5.2 dated May 13, 2021 ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, the Office of Audit Services ("OAS") presented initial proposed changes to Port AP 16 (Internal Review Protocol), Port AP 18 (Whistleblower Protection Policy), and Port AP 19 (Whistleblower Hotline Policy) to the Audit Committee of the Board at the Audit Committee's October 15, 2020, meeting to clarify and codify the Port's existing audit practices; and

**WHEREAS**, the members of the Audit Committee provided comments to Port staff on the initial proposed changes to Port AP 18 and Port AP 19 and directed Port staff to address those comments and changes in revised versions of the subject Port APs; and

**WHEREAS**, by motion unanimously passed at its October 15, 2020, meeting, the Audit Committee approved the initial proposed changes to Port APs 16, 18, and 19 as well as the anticipated changes that the Committee directed Port staff to make to Port APs 18 and 19 and recommended that the Board approve and authorize all such changes; and

**WHEREAS**, the OAS, in coordination with the Port Attorney's Office, made additional proposed changes to Port AP 18 and Port AP 19 in response to input received from the Audit Committee in open session at its October 15, 2020, meeting; and

**WHEREAS**, the proposed changes to Port APs 16, 18, and 19 were presented to the Board at its November 5, 2020, meeting for final adoption and approval, but the Board directed staff to return to the Audit Committee to discuss and resolve two remaining issues for Port APs 18 and 19: first, limiting the Whistleblower Hotline to Port employees only; and second, addressing vexatious complaints and vexatious Whistleblowers; and

**WHEREAS**, in response to the Board's direction at the November 5, 2020, meeting, Port staff made additional revisions to Port AP 18 and Port AP 19 and presented those changes as well as the original proposed changes to Port APs 16, 18, and 19 to the Audit Committee at its April 15, 2021, meeting; and

**WHEREAS**, by motion unanimously passed during its April 15, 2021, meeting, the Audit Committee approved the rescission of Port AP 16 as well as all the proposed changes to Port AP 18 and Port AP 19 and recommended that the Board approve and authorize such changes; and

**WHEREAS**, in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report, and in related agenda materials and in testimony received; now, therefore be it

**RESOLVED**, that Port AP 16 is hereby rescinded; and be it

**FURTHER RESOLVED**, that the Board hereby approves the amendments to, and the restatement of, Port AP 18 (Whistleblower Protection Policy), as described in Agenda Report Item No. 5.2 dated May 13, 2021, which final version with all changes accepted is attached as Exhibit A to this resolution; and be it

**FURTHER RESOLVED**, that the Board hereby approves the amendments to, and the restatement of, Port AP 19 (Whistleblower Hotline Policy), as described in Agenda Report Item No. 5.2 dated May 13, 2021, which final version with all changes accepted is attached as Exhibit B to this resolution; and be it

**FURTHER RESOLVED**, that the Board hereby repeals all prior versions of Port AP 18 and Port AP 19; and be it

**FURTHER RESOLVED**, that this resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement, or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port; and be it

**FURTHER RESOLVED**, that this resolution shall be effective immediately upon approval and adoption by the Board.

At the regular meeting held on May 13, 2021  
Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Martinez, Story and  
President Cluver – 7  
Noes: – 0



**EXHIBIT A**

**WHISTLEBLOWER PROTECTION POLICY**

**ADMINISTRATIVE POLICY 18 (AP 18)**

---

---

**WHISTLEBLOWER PROTECTION POLICY**

**SECTION: Basic Policy**

**POLICY NUMBER: AP 18**

**INITIAL DATE PREPARED: August 27, 2010**

**LAST DATE REVIEWED: May 13, 2021**

---

**I. PURPOSE**

To define and affirm the Port of Oakland's ("Port") policy to protect all Port employees who act as whistleblowers from retaliation.

**II. POLICY**

- A. A "whistleblower" is a Port officer or employee who reports through the Port's Whistleblower Hotline any information (i.e., "complaint") which, if true, would constitute one of the following:
1. a work-related violation by a Port officer or employee (hereinafter, "employee") of any law or regulation;
  2. fraud, waste, or mismanagement of Port assets or resources;
  3. gross abuse of authority;
  4. a specific and substantial danger to public health or safety due to an act or omission of a Port employee;
  5. use of a Port office, position, or resources for personal gain.
- B. A whistleblower must be acting in good faith and have a reasonable basis for believing the information disclosed falls within one or more of the enumerated categories in Subsection II-A. Upon a written finding by the Chief Audit Officer ("CAO") that a Port employee filed a complaint that was knowingly false or was made in reckless disregard of the truth, or that lacks any arguable basis to support its claims, the CAO shall refer the findings to the Port employee's appointing authority as defined in the Board of Port Commissioner's ("Board") By-Laws and Administrative Rules ("By-Laws") for appropriate disciplinary action.
- C. To the extent permitted by law, reports of suspected violations will be kept confidential. A reporter's identity may be shared, however, when necessary to conduct an investigation.

**WHISTLEBLOWER PROTECTION POLICY**

**SECTION: Basic Policy**

**POLICY NUMBER:**

**AP 18**

**INITIAL DATE PREPARED: August 27, 2010**

**LAST DATE REVIEWED: May 13, 2021**

- 
- D. No Port employee shall use or threaten to use any official authority or influence to restrain or prevent any other person who is acting as a whistleblower in good faith and upon reasonable belief. Further, no Port employee shall use or threaten to use any official authority or influence to cause an adverse employment action as a reprisal against a Port employee who acts as a whistleblower in good faith and with reasonable belief that improper conduct has occurred.
  - E. Any Port employee who knowingly engages in conduct prohibited by this policy shall be disciplined, up to and including discharge.

**III. PROCEDURES**

- A. Any Port employee who believes that he or she has been subjected to an adverse employment action as a result of being a whistleblower may file a written complaint of retaliation within 30 days from the date of the alleged retaliatory action with the CAO or, if the CAO is the subject of the complaint, with the Port Attorney.
- B. The complainant shall at least include:
  - 1. A description of the nature of the alleged retaliatory action taken or threatened in violation of this policy;
  - 2. The date(s), time(s), and location(s) and a detailed description of the alleged violation(s);
  - 3. The name(s) of the alleged offender(s);
  - 4. The name(s) of witnesses, if any;
  - 5. The facts which led the employee to believe that the person or persons initiating or threatening to initiate retaliatory action have knowledge of the employee's having made or filed any complaints which if true would constitute any of the items enumerated in Subsection II-A of this policy; and
  - 6. Any other information that would be of assistance in the investigation.

---

---

**WHISTLEBLOWER PROTECTION POLICY**

**SECTION: Basic Policy**

**POLICY NUMBER: AP 18**

**INITIAL DATE PREPARED: August 27, 2010**

**LAST DATE REVIEWED: May 13, 2021**

---

- C. Upon receipt of a complaint, the CAO (or the Port Attorney, if the CAO is the subject of the complaint) will refer the complaint to the Port's Office of Equal Opportunity for investigation. In the event that the CAO or the Port Attorney determines that an investigation conducted by Port staff would present a conflict of interest, an independent investigator shall be appointed. The investigation should be completed within 90 days, absent any extraordinary circumstances.
- D. Upon completion of the investigation, the CAO (or the Port Attorney, if the CAO is the subject of the complaint) shall provide the Port Attorney, Executive Director, and the Board with a written investigative report indicating the results. Any reports regarding retaliation shall be confidential and not subject to disclosure.
- E. In the event the investigation sustains a Port employee's violation of this policy, the CAO shall forward the written investigative report to the Port Attorney, Human Resources Director, and the employee's appointing authority, as defined in the Board By-Laws, for appropriate disciplinary action.
- F. The CAO shall provide the Executive Director, Port Attorney, and the Board of Port Commissioners with a quarterly summary of all complaints received during the quarter including the status of each complaint as of the end of each quarter.

EXHIBIT B

WHISTLEBLOWER HOTLINE POLICY

ADMINISTRATIVE POLICY 19 (AP 19)

**WHISTLEBLOWER HOTLINE POLICY**

**SECTION: Basic Policy**

**POLICY NUMBER:**

**AP 19**

**INITIAL DATE PREPARED: August 27, 2010**

**LAST DATE REVIEWED: May 13, 2021**

**I. PURPOSE**

To provide a confidential process for reporting any fraud, waste, abuse, or potential violations of work-related laws or regulations in a manner that will permit the anonymity of the reporter if so desired; and, to ensure timely identification and resolution of all issues that may adversely affect the Port of Oakland (“Port”) or Port employees.

**II. POLICY**

- A.** All employees are responsible for reporting any information, which if true, would constitute one of the following:
1. a work-related violation by a Port officer or employee (hereinafter, “employee”) of any law or regulation;
  2. fraud, waste, or mismanagement of Port assets or resources;
  3. gross abuse of authority;
  4. a specific and substantial danger to public health or safety due to an act or omission of a Port employee;
  5. use of a Port office, position, or resources for personal gain.
- B.** As outlined in Port Policy AP 13, an “open-door policy” will be maintained at all levels of management to encourage employees to report problems and concerns. Employees are strongly encouraged to report problems and concerns via the chain-of-command. However, the Whistleblower Hotline (“Hotline”) is always available if special circumstances exist, if issues are not being properly addressed, or if an employee feels more comfortable using this channel of reporting.
- C.** The Port has established and maintains a Hotline that employees may use to report fraud, waste, abuse, or violations of work-related laws or regulations either anonymously or in confidence. The Hotline telephone number and website address are readily available to all employees as conspicuously posted in the Port’s common work areas, on the Port’s intranet, and on the Port’s website.

**WHISTLEBLOWER HOTLINE POLICY**

**SECTION: Basic Policy**

**POLICY NUMBER:**

**AP 19**

**INITIAL DATE PREPARED: August 27, 2010**

**LAST DATE REVIEWED: May 13, 2021**

- D.** Employees who report in good faith and with reasonable grounds any information pursuant to Subsection II-A above via the Hotline will be protected from any form of retaliation or retribution as outlined in Port Policy AP18 – Whistleblower Protection Policy.
- E.** All staff employed in the Hotline operation will act with utmost discretion and integrity in assuring that information received through the Hotline is acted upon in a timely, reasonable, and proper manner.
- F.** The Chief Audit Officer (“CAO”) or his designee will serve as the Hotline Administrator.
- G.** The CAO has the responsibility for directing all investigations. In a case where the allegation is a criminal violation of law, the Hotline Administrator may need to involve the Port Attorney to determine whether there is sufficient evidence to support referral of the case to an appropriate law enforcement agency.
- H.** Management must take appropriate measures to ensure support for this policy and encourage the reporting of problems or concerns. At a minimum, actions should be taken to ensure that employees are made aware of this policy and the Whistleblower Protection Policy (“AP18”).

**III. PROCEDURES**

**A. FILING A REPORT**

1. Any Port employee with knowledge of information that falls within the enumerated categories set forth in Subsection II-A of this policy has an affirmative duty to report that information and to utilize the Hotline if the individual so chooses to use this channel.
2. The Hotline will be operated by an outside provider and available 24 hours a day, 365 days a year. It will be answered by a live person who will debrief the caller and make a report of all information provided on a sequentially numbered confidential Hotline intake form. All callers will be assigned a confidential report number and will be asked to contact the Hotline in 10 business days for any required follow-up. The Hotline Administrator will ensure that any required follow-up information is provided to the Hotline provider prior to the scheduled call-back date.

**WHISTLEBLOWER HOTLINE POLICY**

**SECTION: Basic Policy**

**POLICY NUMBER:**

**AP 19**

**INITIAL DATE PREPARED: August 27, 2010**

**LAST DATE REVIEWED: May 13, 2021**

3. When a new Hotline report is submitted, the outside Hotline provider will send a notification simultaneously to the CAO, designated audit staff, and the President of the Board of Port Commissioners to advise that a new report has been received.
4. No attempt will be made to identify a caller who requests anonymity. Whenever callers disclose their identity, it will be held in confidence to the fullest extent allowed by law.

**B. INVESTIGATION**

1. The Hotline Administrator will ensure that all Hotline reports are addressed in an appropriate and timely manner, as well as in accordance with this policy and all related policies and procedures.
2. Upon receipt of a Hotline report, the Hotline Administrator will review the report to determine the most appropriate course of action to address the allegations. In the event the Hotline Administrator or the Port Attorney determines that an investigation conducted by Port staff would create a conflict of interest or the appearance of a conflict of interest, the CAO or the Port Attorney shall appoint an outside independent investigator to conduct the investigation.
3. The Hotline Administrator can determine, at any time, that a Whistleblower Report is frivolous and dismiss it. A dismissal under these circumstances requires the Hotline Administrator to issue written findings that the Whistleblower Report lacks any arguable basis to support its claims, that it was made in reckless disregard of the truth, or that it was knowingly false. The Hotline Administrator may refer a vexatious Whistleblower for disciplinary action pursuant to Administrative Policy and Procedure 18, Section II(B) and/or may summarily dismiss their Whistleblower Reports without investigation. A vexatious Whistleblower is a Port employee who, based on the written findings of the Hotline Administrator, has filed more than one Whistleblower Report that was knowingly false, that was made in reckless disregard of the truth, or that lacked any arguable basis to support its claims.



**WHISTLEBLOWER HOTLINE POLICY**

**SECTION: Basic Policy**

**POLICY NUMBER:**

**AP 19**


**INITIAL DATE PREPARED: August 27, 2010**

**LAST DATE REVIEWED: May 13, 2021**

- 
4. Depending upon the report's allegation(s), the Hotline Administrator can refer a Hotline report to the appropriate division director for further action to be completed within 30 days of receipt.
  5. For a Hotline report warranting investigation, the Hotline Administrator will conduct an initial inquiry which may include document review, interviews, audit, or other investigative techniques. The investigation should be completed within 90 days, absent any extraordinary circumstances.
  6. Those charged with investigation will maintain the confidentiality of the sources of information.
  7. At the conclusion of an investigation, the Hotline Administrator will provide the Executive Director, Port Attorney, and the Board of Port Commissioners ("Board") with a written report indicating the results of the investigation.
  8. The Port Attorney will review the written report's findings and will advise the Executive Director and the Board about the facts, circumstances, and proper courses of action to address the findings and close the investigation.

**C. REPORTS**

The Hotline Administrator shall provide the Executive Director, the Board, and the Port Attorney with a quarterly summary of all reports received from the Hotline during the quarter including the status of each report as of the end of each quarter.



**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION NO. 21-30**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT CHANGE ORDER IN AN AMOUNT NOT TO EXCEED \$425,000 WITH VALENTINE CORPORATION TO REPLACE THREE PUMPS AND APPROVING A TOTAL PROJECT BUDGET IN AN AMOUNT NOT TO EXCEED \$3,383,000, CONCERNING THE CONSTRUCTION OF LIFT STATION 2 IMPROVEMENTS CONTRACT AT OAKLAND INTERNATIONAL AIRPORT.**

---

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report Item No. 6.1 dated May 13, 2021 ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, on December 12, 2019, the Board authorized execution of a construction contract ("**Construction Contract**") with **Valentine Corporation** ("**Valentine**") for the construction of **Lift Station 2 Improvements at Oakland International Airport** ("**Lift Station Project**"). The Board further authorized contract change authority as needed in an amount not to exceed \$253,631; and

**WHEREAS**, on November 5, 2020, the Board authorized a contract change order authority increase of \$75,000, for a total contract change order authority of \$328,631; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** Based upon the information contained in the Agenda Report and testimony received, the Board hereby finds and determines that the proposed actions was reviewed in accordance with the requirements of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines ("Guidelines"). The **Lift Station Project** is categorically exempt from CEQA pursuant to Section 15302, Replacement or Reconstruction, which exempts from CEQA the replacement or construction of existing structures and

facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including replacement of existing utility facilities involving negligible or no expansion of capacity.

**SECTION 2.** The Board hereby:

A. Approves a total project budget for the **Lift Station Project** in an amount not to exceed \$3,383,000.

B. Authorizes the Executive Director of the Port ("Executive Director") or his designee to execute a contract change order ("**Change Order**") in an amount not-to-exceed \$425,000 with **Valentine** to replace three pumps associated with the **Lift Station Project**, subject to approval as to form and legality by the Port Attorney.

C. Authorizes the Executive Director to make such additions, modifications, or corrections as necessary to issue the **Change Order** or to correct errors, subject to the limitations set forth herein and provided that any such addition, modification, or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report.

**SECTION 3.** This resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

**SECTION 4.** This resolution shall be effective immediately upon adoption by the Board.

At the regular meeting held on May 13, 2021  
Passed by the following vote:

Ayes: Commissioners Butner, Colbruno, Lee, Leslie, Martinez, Story and  
President Cluver – 7  
Noes: – 0