



CONSENT CALENDAR
September 29, 2026

To: Honorable Mayor and Members of the City Council
From: Paul Buddenhagen, City Manager
Submitted by: Janelle Rodrigues, Director of Human Resources
Subject: Appointment of Director of Police Accountability

RECOMMENDATION

Adopt a Resolution approving the appointment of Mary Opler as Director of Police Accountability and approving an employment agreement effective October 5, 2026, at an annual salary of \$230,000.

FISCAL IMPACTS OF RECOMMENDATION

Salary and benefits for the Director of Police Accountability are included in the adopted budget for the Office of the Director of Police Accountability. The proposed annual salary for Mary Opler is \$230,000 and is within the Council-approved salary range for the position. Any benefits and other employment terms will be provided in accordance with the attached employment agreement and applicable City policies.

CURRENT SITUATION AND ITS EFFECTS

The Director of Police Accountability position became vacant following the departure of the prior director. Consistent with Berkeley City Charter Section 125, the City conducted a recruitment and selection process for a new director. The process included a national search and review of qualified applicants, stakeholder engagement, and interviews of finalists by the City Council.

Mary Opler was selected as the recommended finalist. Ms. Opler is an attorney and an experienced civilian police-oversight professional. She currently serves as an Investigations Supervisor in Seattle's Office of Police Accountability, where she supervises investigations of alleged police misconduct, including complex and high-profile matters.

Ms. Opler previously worked in civilian oversight with the City of Sacramento Office of Public Safety Accountability, monitoring investigations involving the Police and Fire Departments. Earlier in her career, she served as a criminal trial prosecutor with the King County Prosecuting Attorney's Office and as a San Francisco police officer. Her combined experience in law enforcement, prosecution, independent oversight, and investigations directly supports the duties of Berkeley's Director of Police Accountability.

BACKGROUND

In 1973, Berkeley voters established the Police Review Commission to provide community participation in setting Police Department policies, practices, and procedures and a means to investigate complaints against sworn Police Department employees.

On November 3, 2020, Berkeley voters adopted Measure II, amending the City Charter to establish the Office of the Director of Police Accountability and the Police Accountability Board, which replaced the Police Review Commission. The purpose of the Police Accountability Board is to promote public trust through independent, objective civilian oversight of the Berkeley Police Department; provide community participation in setting and reviewing Police Department policies, practices, and procedures; and provide a means for prompt, impartial, and fair investigation of complaints against sworn employees of the Berkeley Police Department.

Under Charter Section 125, the City Council appoints the Director of Police Accountability at a noticed public meeting. The Director investigates complaints filed against sworn employees of the Berkeley Police Department, carries out the work of the Police Accountability Board, and oversees the day-to-day operations of the Office of the Director of Police Accountability, among other Charter duties. The Police Accountability Board and the Director are independent of the City Manager, except for administrative purposes, and report to the Mayor and City Council.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or climate impacts associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

Ms. Opler's extensive experience leading and supervising police-misconduct investigations, monitoring internal-affairs processes, practicing criminal law, and working within law enforcement makes her well qualified to serve as Director of Police Accountability. Her background demonstrates the independence, judgment, and investigative rigor needed to carry out the duties established by Measure II and Charter Section 125.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Janelle Rodrigues, Director of Human Resources, (510) 981-6807

Attachments:

1: Resolution

Exhibit A: Employment Agreement

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

APPOINTMENT OF MARY OPLER AS DIRECTOR OF POLICE ACCOUNTABILITY

WHEREAS, Section 125 of the City Charter provides that the Director of Police Accountability shall be appointed by the City Council to implement Measure II adopted on November 3, 2020, oversee the operations of the Office of the Director of Police Accountability, and carry out the work of the Police Accountability Board; and

WHEREAS, Mary Opler has extensive experience in civilian police oversight, police-misconduct investigations, criminal prosecution, and law enforcement; and

WHEREAS, Ms. Opler currently serves as an Investigations Supervisor with the Seattle Office of Police Accountability and previously worked with the Sacramento Office of Public Safety Accountability, the King County Prosecuting Attorney's Office, and the San Francisco Police Department; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council hereby appoints Mary Opler as Director of Police Accountability, with an annual salary of \$230,000, on the terms and conditions stated in the attached employment agreement, effective October 5, 2026.

Exhibits

A: Employment Agreement

EMPLOYMENT AGREEMENT
DIRECTOR OF POLICE ACCOUNTABILITY

This Employment Agreement (the “Agreement”) is made and entered into this 29th day of September, by and between the City of Berkeley (“Employer” or “City”) and Mary C. Opler (“Employee”), collectively (“Parties”).

RECITALS

WHEREAS, the City’s Director of Police Accountability is a regular position that is currently vacant and information regarding the recruitment for the position has been posted; and

WHEREAS, the Parties have determined that Employee is specially trained, experienced, competent, and possesses the requisite specialized skills and training necessary to perform satisfactorily in the role; and

WHEREAS, the City desires to retain Employee on full-time basis to perform the duties of Director of Police Accountability; and

WHEREAS, Employee has signed a conditional offer letter for the Director of Police Accountability role; and

WHEREAS, Employee is willing to serve under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the City and Employee agree as follows:

1.0 COMMENCEMENT, AT-WILL STATUS AND TERMINATION

1.1 Commencement of Employment. Employee shall begin employment with the City as the Director of Police Accountability only after the appointment is approved by the City Council at a noticed public meeting, as set forth in the City Charter, Article XVIII, Section 125(14)(a). The effective date of Employee’s appointment (the “Effective Date”) shall be on the date set forth in the City Council’s resolution approving this Agreement. As a condition of employment, Employee shall execute this Agreement.

1.2 No Set Term; At-Will Status. Employee shall serve at the pleasure of the City Council on an “at-will” basis. Employee’s appointment as the Director of Police Accountability shall not have a fixed term but rather shall continue until Employee’s resignation, death, or removal by the City Council. As set forth in City Charter, Article XVIII, Sections 125(14)(d) and 125(14)(e), the City Council may terminate Employee’s employment at any time, with or without cause, upon a two-thirds vote either on its own motion or based on the recommendation of the Police Accountability Board. Employee may also resign at any time

upon providing two weeks' prior written notice to the City. Such notice shall be in the form of a letter to the City Manager and City Council.

1.3. No Rights Created by Agreement. This Agreement does not create, and shall not be construed to create, any due process and/or property rights to employment, including without limitation a right to advance notice of termination, appeal, disciplinary hearing, progressive discipline, performance improvement plan, statement of reasons for termination, or continued employment. For avoidance of doubt, nothing in this Agreement shall be construed to incorporate any due process and/or property rights to employment from the City's Unrepresented Employee Manual or any other City policy.

1.4 Severance. In the event that Employee is terminated by the City Council without cause, the City shall pay Employee as severance pay a lump-sum cash payment equivalent to five (5) months of salary, at the rate of pay Employee had been receiving immediately prior to termination. No other post-termination compensation shall be paid to Employee other than compensation earned for hours worked and vested and accrued benefits payable under applicable law or City policy. As a condition precedent to receiving the severance pay referenced in this subsection, Employee must sign a comprehensive release and waiver of all claims arising out of and related to Employee's employment with the City.

2.0 DUTIES AND AUTHORITY; PERFORMANCE EXPECTATIONS

2.1 Authority. The City shall employ Employee as Director of Police Accountability, vested with the authority necessary to lead the Office of the Director of Police Accountability and its staff.

2.2 Duties. Employee shall perform such duties consistent with the classification specification and the City Charter, Berkeley Municipal Code, and applicable policies.

2.3 Performance Evaluation. The City Council and/or Police Accountability Board may, in their discretion, conduct a performance evaluation for Employee at any time during employment. However, any performance evaluation or performance plan, whether written or otherwise, is for performance-management purposes only and shall not be construed to modify Employee's at-will status or the ability of the City Council to remove Employee with or without cause pursuant to this Agreement and the City Charter. No performance evaluation or assessment shall be required, either before the City Council exercises its authority to terminate Employee's employment or at any other time.

2.4 Mayor Role in Approving Employee Requests. In appropriate cases, the Mayor may act in the stead of the City Council to approve any requests by Employee that might require supervisor approval. The City in its sole discretion may determine the circumstances in which the Mayor may exercise this approval authority.

3.0 COMPENSATION AND BENEFITS

3.1 Salary. The City shall pay Employee an annual salary of \$230,000. The above rate is within the City's established salary range for the Director of Police Accountability classification.

3.2 Payroll Treatment. Employee's salary shall be paid on the City's regular payroll cycle, subject to applicable withholdings and deductions. Although an hourly equivalent may be used for purposes of payroll processing, such an hourly equivalent is for administrative purposes only and shall not be construed to establish eligibility for overtime compensation or other benefits that may be available to non-exempt employees.

3.3 Vacation Leave. Employee shall receive four weeks (160 hours) of vacation leave annually. Annual vacation leave shall be administered in the same manner as vacation is administered for department head employees of the City with regard to timing of credits and buyback policy. Maximum vacation accrual is 320 hours.

3.4 Sick Leave. Employee shall accrue fifteen (15) days of sick leave annually with unlimited accumulation. Sick leave may be used in accordance with policies applicable to department head employees of the City.

3.5 Other Benefits in Unrepresented Employee Manual. Aside from the vacation and sick leave specified above, the City may authorize Employee to receive other employee benefits provided to regular at-will employees under the City's Unrepresented Employee Manual or any cost-of-living increases the City Council approves for regular at-will employees covered by the Unrepresented Employee Manual. Employee may receive only those benefits under the Unrepresented Employee Manual that apply to at-will employees, consistent with Article 9 of the Unrepresented Employee Manual. Sections of the Unrepresented Employee Manual applicable only to employees in the career service who are not at-will, including without limitation Section 12.1 and Sections 12.4 through 12.8, shall not apply to Employee.

4.0 INDEMNIFICATION

To the maximum extent permitted by law and City policy, the City shall defend and indemnify Employee for acts or omissions within the course and scope of duties under this Agreement, consistent with Government Code and City policies.

5.0 CONFIDENTIALITY AND ETHICS

5.1 Ethics; Conflict of Interest. Employee shall comply with all applicable conflict-of-interest and ethics laws and City policies, including filing any required Form 700 disclosures, if designated.

5.2 Confidentiality. Employee shall comply with all applicable records retention, confidentiality, and public records laws and policies, whether set forth in federal law,

state law, or City law or policy. For example, as set forth in City Charter, Article XVIII, Section 125(3)(d)(3) and Section 20(b), Employee must maintain the confidentiality of peace officer personnel file information protected by California Penal Code section 832.7 or any other state or federal law. Employee must also maintain the confidentiality of attorney-client privileged communications, unless privilege is waived by the City Council.

5.3 Survival of Confidentiality Obligations After Employment. Employee acknowledges and agrees that Employee's obligation to comply with any applicable confidentiality, privilege, records-protection, or similar nondisclosure obligations shall continue after Employee's separation from employment with the City, regardless of the reason for the separation.

5.4 Financial Interest Prohibited. Employee will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair, Employee's ability to perform the duties described in this Agreement.

6.0 WORKPLACE POLICIES

Employee shall comply with all City policies (including code of conduct, harassment prevention, information security, and timekeeping), as those policies may be changed from time to time.

7.0 MODIFICATIONS

The Agreement may be modified only by a written amendment approved by the City Council.

8.0 GENERAL PROVISIONS

8.1 Assignment. Employee shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

8.2 Ownership of Records. Employee agrees that all documents and writings of any type produced in the performance of this Agreement and delivered to the City or its staff shall be the sole property of the City, including all rights therein of whatever kind and whether arising from common or civil law or equity. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, all such documents and writings produced in the performance of this Agreement shall be transferred to and become the property of the City upon its request without additional compensation.

8.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of California and any litigation brought pursuant to it shall be in Alameda County.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the City and Employee and supersedes and replaces any and all prior or contemporaneous agreements, understandings or commitments between the City and Employee. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the City and Employee consistent with Section 7.0 of this Agreement.

8.6 This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart of duplicate copy shall be equivalent to a signed original for all purposes.

8.7 This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by City and Employee.

Executed on the 29th day of September 2026, in Berkeley, Alameda County, California.

CITY OF BERKELEY:

Employee:

Adena Ishii, Mayor

Mary C. Opler

APPROVED AS TO FORM:

Farimah Faiz Brown, City Attorney

ATTEST:

Mark Numainville, City Clerk