



**CITY OF  
OAKLAND**

---

# **COMMUNITY JOBS OVERSIGHT COMMISSION**

**Thursday, September 18, 2014**

**6:00 p.m. – 8:00 p.m.**

**Oakland City Hall**

**Hearing Room 3**

City of Oakland  
City Administrator's Office  
Contracts and Compliance Division  
250 Frank H. Ogawa Plaza, Suite 3341  
Oakland, CA 94612  
510-238-3970  
[dbarnes@oaklandnet.com](mailto:dbarnes@oaklandnet.com)



**CITY OF OAKLAND  
COMMUNITY JOBS OVERSIGHT COMMISSION  
Thursday, September 18, 2014  
6:00 p.m. – 8:00 p.m.  
Oakland City Hall - Hearing Room 3**

**Commissioners:** Brian Beveridge (Vice Chairperson), George Bolton, Shirley Burnell, Andreas Cluver, Josie Camacho, Margaret Gordon, Kate O'Hara, Mark Henderson (Chairperson), Jens Hillmer, Megan Morodomi, Joe Sarapochillo

**Commission Staff:** Deborah Barnes, Manager Contracts and Compliance Division, City Administrator's Office, Mary Mayberry, Administrative Services Manager I, Al Auletta, Workforce Development, Urban Strategies

**City Attorney Staff:** Julian Gross, Counsel to the City

**MEETING AGENDA**

1. Roll Call and Determination of Quorum
2. Open Forum
3. Review of Agenda Action Item
4. Consideration of Minutes of the Meetings Held on August 21, 2014 Action Item
5. Consideration of West Oakland Hiring Practices Action Item
6. Grievance policy for West Oakland Jobs Center Action Item
7. Compliance Reports Informational
  - Contract Compliance Update Informational
  - Workforce Update Informational
  - Job Center Update Informational
8. Meeting Adjournment

The meeting will adjourn upon the completion of the Commission's business.

A member of the public may speak on any item appearing on the agenda. Speakers must complete a speaker's card prior to being recognized by the Chair. All speakers will be allotted a maximum of three minutes unless the Chairperson allocates additional time.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting of the Community Jobs Oversight Commission or its committees, please contact the Contracts and Compliance Division of the City Administrator's Office at (510) 238-3970. Notification two full business days prior to the meeting will enable the City of Oakland to make reasonable arrangements to ensure accessibility.

Should you have any questions or concerns regarding this agenda, or wish to review any addenda-related material, please contact the Contracts and Compliance Division of the City Administrator's Office at (510) 238-3970

# **COMMUNITY JOBS OVERSIGHT COMMISSION**

Meeting Agenda and Minutes

Thursday, August 21, 2014

6:00 p.m. - 8:00 p.m.

Oakland City Hall Hearing Room 3

**Present:** Brian Beveridge, George Bolton, Josie Camacho, Andreas Cluver, Margaret Gordon, Mark Henderson, Jens Hillmer, Megan Morodomi, Kate O'Hara,

**Absent:** Shirley Burnell, Joe Sarapochillo

**Call to Order:** By Chair Mark Henderson at 6:06pm

## **1. Roll Call and Determination of Quorum**

Chair Henderson declared a quorum present

## **2. Open Forum**

Henry Fullmore - What stage are you at with city project? How many (Oakland City residents) are going to be hired? Fernander Thomson - Oakland residents are not getting the jobs. I want to know why we are not being hired. We need answers, we want jobs.

## **3. Review of Agenda**

Deborah Barnes, Contracts and Compliance - Respectfully request that River Watch Funding Report be presented before compliance reports, need more time to set up presentations for compliance reports.

Chair Henderson - I would like to propose to commission (for future meetings) that we discuss our action items first before the reports on the agenda. My intent is to ensure that we get to all action items scheduled on agenda, which we have not been able to accomplish in past meetings. (Commission supported the proposal).

Chair Henderson – We will have River Watch Funding Report go first and follow agenda for all other items.

#### **4. Consideration of Minutes of Meeting held on July 17, 2014**

**ACTION**

Chair Henderson – Next item is approval of the minutes from the 7/17/2014 meeting. Does anyone have any corrections to make to these minutes? Gordon – Minutes do not reflect that West Oakland does not have prioritization hours as was discussed in the cooperative agreement. O’Hara - Item 9 on 7/17/2014 minutes should be review of terms (not term limits) and should reflect ‘1 year’ or ‘2 years’ (not 1 term or 2 terms) for each commissioner. City Attorney Julian Gross – It would be a two year term or one year term, heading should say “Review of term length for commissioners” Henderson – Let the minutes reflect this corrections.

**MOTION:** Moved by Gordon and seconded by Camacho to accept the minutes of the meeting held on July 17<sup>th</sup>, 2014 with corrections.

**VOTE:** ADOPTED UNANIMOUSLY

Chair Henderson – We will now move on to agenda item 7, Report on River Watch Settlement Funding

#### **5. Report on the River Watch Settlement Funding**

**ACTION**

Report presented by Al Auletta, Workforce Development.

Beveridge – Are there any metrics or measurements that were defined by the settlement relative to successful spending programs? Do we have to cite specific number of people who benefited from program? Auletta – There are no specific requirements regarding number of people served or number of placements in any of the documents from settlement. I think we can do a subset of this report moving forward that can be incorporated into the Job center report

Cluver – In terms of staff recommendations I have two adjustments to propose. The first is with regards to actual training, I would recommend that it be at the discretion of job center as to how they use that with a caveat that they cannot have a contract for more than the \$25,000 amount that would require an RFP. This way, if a client they are working with says they need to provide pre-apprenticeship training or any kind of training to an individual, they can send them to training with some funding attached. It should be under the discretion of the job center with the understanding that any single contract should be no more than \$25,000. Chair Henderson – so you’re basically saying let the Job Center control how the \$80,000 is spent? Cluver – Yes, and report back to us on it.

Cluver – my other recommendation is in regard to extending the \$20,000 for client support. If we could structure it as a revolving loan fund so that the prospective job seeker is given that money to pay for initiation fees or tools with an expectation that they would then repay that loan once they have gained employment and have the financial capacity to do so. I don’t think a lot of monitoring enforcement, over time that fund will be depleted because some individuals

will not pay back, but I think you can extend the \$20,000 by having the expectation and making clients sign to the effect that when they are in a position to do so they will repay the loan. We can consider sending them a reminder letter, and there may be individuals who will repay the loan, which can then be made available to someone else.

Henderson – those are two significant adjustments you are recommending.

Gordon – Would it not be advantageous for (the commission) to have some say as to how the funds are disbursed and not hand all spending discretion to the Job Center? I recommend that the commission we have some input into how the funds are dispensed. Cluver – Perhaps the job center can give (the commission) a breakdown of how they plan to spend that money and we can approve that conceptually, I don't want to have to come back to (commission meetings) having to approve every single decision by the Job Center. Gordon – I agree, I don't want to micromanage the process, just want to ensure that commission has as much information as possible on these decisions.

Cluver –I would like to put a motion on the floor that would say “To approve the staff recommendation here for the use of the \$200,000 but to modify #1 to have that be at the discretion of the Job center however they will need to submit an expenditure plan for the \$80,000 for approval by this committee before expending this fund, and also with the understanding that they cannot do any contract with any provider that exceeds \$25,000” The second amendment would be to #3 to set up the \$20,000 client support fund as a revolving-loan fund with the expectation that workers who receive this money would be then paying it back. Camacho – Do we have a sense if the job center is already planning or implementing disbursement of the funds as a result of the lawsuit? Chair Henderson – (To Auletta) Where are you in the process or are you waiting for our recommendation on using the funds? Auletta – We are waiting for general approval for the use of the funds

**MOTION:** Moved by Cluver and seconded by O'Hara to approve the staff recommendation here for the use of the \$200,000 and to (1) have the \$80,000 training fund be at the discretion of the Job center with the requirement that they submit an expenditure plan for the \$80,000 for approval by the commission before expending the fund, and also with the understanding that they cannot write any contract with any provider that exceeds \$25,000, and (2) to set up the \$20,000 client support fund as a revolving-loan fund with the expectation that workers who receive this money will pay it back. This includes an amendment that these two funds will be targeted towards West Oakland residents.

**VOTE: ADOPTED UNANIMOUSLY**

## 6. Compliance Reports

### i. Contract Compliance Update

Deborah Barnes, Contract compliance – Compliance reports will be presented by compliance staff and resource job center staff.

Shirley Darrensberg - presented the Local/Small local Business participation report

### ii. Workforce Update

Vivian Inman – presented overview of Executive Summary of Oakland Workforce report as approved by commission at July 17<sup>th</sup>, 2014 meeting.

### iii. Job Center Update

Suzie Rufai, Director of West Oakland Job center – presented Job Center report for month of July

## 7. Consideration of adoption of a new report

## ACTION

Cluver – I think the format is good, we need to know where we are in the compliance process. We don't need the new hire reports, what we wanted was the new hires apprentices not the new hires column, I believe this is the confusion regarding (commissions) request. City Attorney – This is an action item, city staff cannot take different things from every commissioner and come up with something new for (commission) to vote on. Cluver – I propose that under the format we have here we eliminate the new hires (journeymen) column and include new hires apprentices (as defined by the job policy, triggered by the 20,000 hours increments), and under the comment section we focus on compliant status only. O'Hara – I would like to see the (work hours percentages by craft as per the job policy as part of the executive summary)

**MOTION:** Moved by Cluver and seconded by O' Hara that in the workforce report the new hires (journeymen) column be eliminated and new hires apprentices (as defined by the job policy, triggered by the 20,000 hours increments) information be included, and under the comment section we focus on compliant status only, and include the work hours percentage by craft per the job policy as part of the executive summary.

### VOTE:

**Support: 8 votes** (Beveridge, Henderson, Cluver, O'Hara, Hillmer, Gordon, Camacho, and Morodomi) **Opposed: 1 vote** (Bolton)

Chair Henderson – the motion passes as amended.

Cluver – we haven't addressed new Hire report. Chair Henderson – I believe that is what we just voted on. Cluver – That was the old report, the new report would include a report on the

new hires per the \$20,000 treasurer as separate report because that's not by individual contractor, not sure what it's based on. Barnes – We don't have that information.

**MOTION:** Moved by Cluver and seconded by Gordon to extend the meeting by 30 minutes

**VOTE:** ADOPTED UNANIMOUSLY

Chair Henderson – we will move onto item 8, and have Mr. Fullmore speak on item 8

## **8. Consideration of the West Oakland hiring preferences**

Henry Fullmore (Oakland Resident) – Consideration of West Oakland hiring preferences is (fine), but what about East Oakland & North Oakland residents? Based on the language it looks like (hiring preferences) are designated to West Oakland residents only. You need input from the community's point of view in addition to the commission's point of view.

Beveridge – A number of issues that a lot of us worked on together for two years (e.g. West Oakland preferences, simultaneous calls to the Union and Job Center) have not been included in the Job policy, fell off the table in negotiations at City administrator's office. Cluver – It is our policy, we debated the issues and signed off on it. It's not perfect, we need to identify the components (of Job policy) we can improve. City Attorney - No aspects of the job policy were negotiated privately or without the consent or knowledge of the community groups involved in the negotiations. Gordon – The words "Prioritization for West Oakland" were never said in the room while we were in negotiation.

Chair Henderson – We will carry this issue on to our next meeting

## **9. Process for residents to express complaints regarding hiring process**

Chair Henderson – I would like to find out from City staff is what the process is for people to complain or file grievances if they have a bad experience with the hiring process.

Auletta – Job center staff already gone, I believe we will benefit from extending this conversation at the next meeting so we can develop a grievance policy. Henderson - will bring topic back.

### **Future Agenda Items**

- Consideration of West Oakland hiring preferences (discussion carried over from 8/21/2014 meeting)
- Process for residents to express complaints regarding hiring process (discussion carried over from 8/21/014 meeting)

### **Information Requested by Commission**



- Information on new hires apprenticeship as defined by Job policy to be included in workforce report
- work hours percentage by craft per the job policy as part of the executive summary

## **10. Meeting Adjournment**

## **ACTION**

**MOTION:** Moved by Bolton and seconded by Camacho to adjourn the meeting

**VOTE:** ADOPTED UNANIMOUSLY. Meeting adjourned at 8:35pm



**CITY OF  
OAKLAND**

---

# **COMMUNITY JOBS OVERSIGHT COMMISSION**

**Agenda Item 5  
Consideration of West Oakland Hiring Practices**

**OAB Jobs Policies Implementation Plan  
Oakland Army Base**

City of Oakland  
City Administrator's Office  
Contracts and Compliance Division  
250 Frank H. Ogawa Plaza, Suite 3341  
Oakland, CA 94612  
510-238-3970  
[dbarnes@oaklandnet.com](mailto:dbarnes@oaklandnet.com)

# **Oakland Army Base Jobs Policies**

## **Implementation Plan for Compliance and Enforcement**

The Oakland Army Base project is a critical opportunity to put Oakland residents into good jobs. The City of Oakland has negotiated a landmark set of jobs policies regarding construction and operations jobs generated through redevelopment of the Army Base. Effective implementation and enforcement of these policies will require a smart, collaborative process that brings all the stakeholders together to roll up their sleeves, resolve problems early in the process, and ensure good jobs for local residents.

This document sets forth an Implementation Plan for monitoring and enforcement of the Jobs Policies. This Plan was developed through meetings with key stakeholders, including community-based organizations, labor partners, and City staff. The goal of this Implementation Plan is to integrate into the City's existing compliance systems the new elements that have been developed for the Army Base, including the new Community Jobs Oversight Commission and the Implementation Committees established through the Cooperation Agreement. The Implementation Plan lays out the major functions in the oversight and enforcement process and indicates whom we understand will be responsible for the functions.

### **Overview of Key Documents and Entities**

**City Administrator:** Appointed by the Mayor, the City Administrator is responsible for the day-to-day operations and directs City agencies and departments to ensure that the goals and policy directives of the Mayor and City Council are implemented. The City's Contracts and Compliance Office is within the City Administrator's oversight. Monitoring and enforcement of the Jobs Policies will happen under the authority of the City Administrator.

**Community Jobs Oversight Commission:** This commission is an eleven-person body established by recent City Council ordinance, charged with various functions related to monitoring and enforcement of the Jobs Policies. The ordinance provides that the Oversight Commission's functions shall be carried out "under the ultimate authority of the City Administrator." Members of the Oversight Commission will be appointed by the Mayor, subject to confirmation by City Council. The establishing ordinance provides that membership of the Commission will consist of the following:

- one member nominated by the West Oakland Community Advisory Group;
- two members nominated by the Revive Oakland Coalition;
- two members nominated by the Oakland WORKS Coalition;
- two members representing organized labor.
- two members representing the City; and
- two members representing employers.

Cooperation Agreement: The Cooperation Agreement, approved by City Council in June 2012, is a contract between the City and members of the Revive Oakland and Oakland Works coalitions. The agreement contains community support commitments regarding the Army Base project, and commitments from the City regarding durability of the Jobs Policies. The Cooperation Agreement also establishes the Implementation Committees.

Contracts and Compliance Office: The Contracts and Compliance Office is the division of the City Administrator's Office that implements the City of Oakland's social justice policies through city contracting opportunities, and that tracks, monitors and enforces contractor compliance with existing City policies. Social justice policies include but are not limited to specific requirements for local Oakland resident and business participation through the Local and Small Local Business Enterprise (L/SLBE) Program, and the Oakland apprentices program for construction contracts..

Implementation Committees: The Cooperation Agreement establishes two Implementation Committees to assist the Oversight Commission with monitoring and enforcing the Jobs Policies: one committee to focus on construction jobs, and the other to focus on operations jobs. The Implementation Committees are referenced in the ordinance establishing the Oversight Commission as bodies that may be engaged by the Commission "for advice and assistance in the performance of investigative functions and negotiation of compliance plans." Functions described below for the Implementation Committees assume that the Oversight Commission requests that the committees fulfill these functions.

Jobs Center: The City is establishing the West Oakland Job Resource Center ("Jobs Center") to coordinate training sources and provide referrals for jobs at the Army Base and on other Oakland projects. The Jobs Center will be located in West Oakland. While the Jobs Center will provide a crucial function in implementation of the Jobs Policies, it is not an enforcement body. It will, however, provide information to the Oversight Commission and the Contracts and Compliance Department regarding referrals for Army Base jobs, and will assist in generating information on hiring and retention of employees it refers.

Jobs Policies: Jobs Policies for the Oakland Army Base were adopted by the City Council in June 2012, as terms of the Lease Disposition and Development Agreement between the City and the developers of the Army Base project and as terms of the Cooperation Agreement between the City, community and Alameda County Building and Construction Trades Council and affiliated unions. The Jobs Policies contain four different documents, covering the Army Base's public construction jobs, private construction jobs, operations jobs in the West Gateway portion of the project, and operations jobs in the East and Central Gateway portions of the project. The Jobs Policies replace preexisting City policies governing local employment on public works and publicly-supported projects. In areas where the Jobs Policies are silent, existing City policy prevails. The policies cover only employment-related issues such as local hire, disadvantaged hire, living wages, and background checks; they do not address local contracting or other community benefits.

LDDA or Lease Disposition and Development Agreement: The LDDA, approved by City Council in June 2012, is the long-term lease entered into by the City and the two major developers of the Army Base, Prologis and CCIG. The LDDA includes all of the Jobs Policies as binding terms, enforceable by the City against the developers and the eventual employers. The Jobs Policies will also be included in any other development agreements that the City enters into with other developers at the Army Base.

Project Labor Agreement: The Oakland Army Base Project Labor Agreement, approved by City Council in October 2012, pertains to publicly-funded construction at the Army Base. It is a contract between the City and the Alameda County Building and Construction Trades Council and affiliated unions, and it will be incorporated into relevant construction contracts. The PLA contains labor peace requirements, and commitments from the building trades to take certain steps to help implement the Jobs Policies and to support the hiring of Oakland residents first.

### **Monitoring and Enforcement of Construction Jobs Policies**

In order to assure the maximum potential for compliance, education of the contractors at all tiers is of paramount importance on an ongoing basis from beginning to end of a project. Of equal importance is real time monitoring and coordination between all interested parties. As part of the education and real time monitoring, the Oversight Commission will meet on a monthly or as needed basis, with participation of the contractors, C&C staff, Job Center staff, Implementation Committee members and other interested parties.

Tasks	Who is responsible
Inclusion of Jobs Policies and PLA in relevant construction contracts.	<ul style="list-style-type: none"> <li>• The City Administrator's office shall include the Construction Jobs Policy for Public Improvements, and the PLA, in the design/build contract covering public improvements.</li> <li>• The City Administrator's office shall confirm that the design/build contractor has included the Jobs Policies and the PLA in all subcontracts at all tiers.</li> <li>• The City Administrator's office shall confirm that the developers have included the Construction Jobs Policy for Vertical Construction in all contracts for private construction at the Army Base.</li> </ul>
Pre-bid and pre-construction meetings	<ul style="list-style-type: none"> <li>• The C&amp;C staff shall attend to explain local hiring and Jobs Policy requirements.</li> <li>• Oversight Commission or Implementation Committee representatives may attend, at will.</li> <li>• Jobs Center representatives may attend, at will or as requested.</li> </ul>
Post award/pre-job meetings	<ul style="list-style-type: none"> <li>• C&amp;C staff shall present local hiring and Job Policy requirements</li> <li>• Building trades will have union contractor make its work</li> </ul>

	assignment
Employment workforce needs projections	<ul style="list-style-type: none"> <li>• Within one month after being awarded a prime contract for Project Construction Work, the prime contractor shall submit employment needs projections to C&amp;C staff and to Jobs Center.</li> <li>• Each subcontractor shall, at least one month before commencing performance of work, or within two business days after execution of contract, whichever is later, submit employment needs projections to C&amp;C staff and to the Jobs Center.</li> <li>• Prior to commencement of construction, prime contractor may request participation from the City in development of a proactive compliance plan with regard to requirements of the Jobs Policy. This process does not allow C&amp;C to change goal requirements or good faith efforts requirements as defined in the Jobs Policies.</li> <li>• The C&amp;C staff shall forward projections to Oversight Commission as part of the agenda for the next meeting and the Jobs Center for information purposes.</li> </ul>
Tracking compliance with local hiring goals during the course of a contractor's work:	<ul style="list-style-type: none"> <li>• Utilizing the LCP Tracker or other electronic monitoring and reporting systems, the C&amp;C staff shall review contractor's weekly submittal of certified payroll and will follow up with contractors to assure proper payroll records are submitted.</li> <li>• The C&amp;C staff shall spot-check claims of resident and disadvantaged status, by requests for documentation, site visits, and by obtaining information from Jobs Center regarding referrals.</li> <li>• The C&amp;C staff shall provide information to the Oversight Commission or Implementation Committees regarding contractor's compliance upon request or at regularly scheduled meetings.</li> <li>• When the project is 50% complete, the C&amp;C staff may meet with contractor to develop a compliance plan, if there is apparent potential for noncompliance.</li> <li>• The C&amp;C staff shall forward any proposed compliance plan revisions to the Oversight Commission for review and approval based on majority vote.</li> <li>• The Assistant City Administrator shall resolve any differences of opinion between C&amp;C staff and the Oversight Commission regarding whether the City should approve the proposed compliance plan.</li> </ul>
Monitor and enforce all contractor responsibilities under Jobs Policies (including local and disadvantaged hiring requirements, apprentice sponsorship, ban-the-box, reporting, inclusion of jobs policies in relevant contracts, etc.)	<ul style="list-style-type: none"> <li>• C&amp;C staff will conduct site visits to include employee interviews and document checks to establish consistency with LCP Tracker or other electronic monitoring and reporting system data submitted under penalty of perjury.</li> <li>• C&amp;C staff shall obtain information from contractors.</li> <li>• C&amp;C staff shall provide information to Oversight Commission or Implementation Committees regarding contractor's compliance within ten City business days or as otherwise agreed upon request from Oversight Commission. All requests shall go through C&amp;C staff as the point of contact for contractors.</li> <li>• The Jobs Center shall provide information to C&amp;C staff, Oversight</li> </ul>

	<p>Commission, and Implementation Committees , upon request.</p> <ul style="list-style-type: none"> <li>• In cases where C&amp;C staff takes action enforcement action based on identified noncompliance, enforcement action and results will be reported at the next meeting of the Oversight Commission as an agendized item. C&amp;C enforcement documents shall indicate to contractors that Oversight Commission may impose additional enforcement action.</li> <li>• In cases where the Oversight Commission identifies noncompliance that it determines has not been the basis of necessary enforcement action, or for which enforcement action that has been taken is deemed insufficient: <ul style="list-style-type: none"> <li>➤ The Oversight Commission informs C&amp;C staff of the perceived need for initial or additional enforcement action, and either (i) requests additional factual investigation by C&amp;C staff and/or the Implementation Committee, or (ii) requests that C&amp;C staff take particular enforcement action.</li> <li>➤ If after additional factual investigation (if any), C&amp;C staff declines to take initial or additional enforcement action, the Oversight Commission may recommend to the Assistant City Administrator specific enforcement action, which the Assistant City Administrator may initiate.</li> </ul> </li> </ul>
<p>Hear contractor appeals regarding enforcement actions</p>	<p>City Administrator hears and resolves contractor appeals. C&amp;C, the contractor, and Oversight Commission may each send one or two representatives to the hearing.</p>

## Monitoring and Enforcement of Operations Jobs Policies

Tasks	Who is responsible / process
Inclusion of Jobs Policies in relevant contracts.	<ul style="list-style-type: none"> <li>• City Administrator's office confirms that the developers have included the Jobs Policies in leases and other relevant contracts. By no later than June 2014, City Administrator's office and C&amp;C Staff will have developed clear requirements for project developers, tenants, and other employers to provide copies of leases and other relevant contracts, and to ensure that all such parties are reminded of the importance of inclusion of the Jobs Policies in such contracts. The City Administrator's office and C&amp;C staff will also establish a system of regular inquiries to relevant parties to ensure that the City has been notified of and has reviewed all relevant contracts.</li> <li>• The Oversight Commission will review these requirements and systems before they are finalized, and may suggest improvements to the City Administrator's office and C&amp;C staff. Upon request from the Oversight Commission C&amp;C will obtain information from developers, tenants, and other employers regarding inclusion of the jobs policies in relevant contracts. C&amp;C staff will promptly provide such information to the Oversight Commission.</li> </ul>
Long-range planning information	<ul style="list-style-type: none"> <li>• C&amp;C staff obtains employers' long-range planning information (to be provided within the timelines set forth in the Jobs Policies) regarding employment needs and contractual arrangements relating to employment, and forwards that information to the Jobs Center and the Oversight Commission.</li> </ul>
Hiring Process	<ul style="list-style-type: none"> <li>• Employers forward notices of available jobs to Jobs Center, which refers workers. (This includes employers hiring off-site for relocation into the Army Base.)</li> <li>• C&amp;C staff confirms that this is occurring for start-up and ongoing hires, by obtaining information from employers and from Jobs Center.</li> <li>• If Oversight Commission requests information on particular employers, C&amp;C staff will obtain and provide it.</li> <li>• Jobs Center will also provide information to Oversight Commission or Implementation Committee upon request from Oversight Commission.</li> <li>• C&amp;C staff will develop systems to track particular local residents and disadvantaged residents who are employed by multiple</li> </ul>



	<p>employers within the Army Base, using information provided by the Jobs Center and obtained in employer compliance records. The Oversight Commission may review such information upon request.</p>
<p>Enforcement of jobs policies requirements, including requirements relating to:</p> <ul style="list-style-type: none"> <li>➤ hiring process (local and disadvantaged worker);</li> <li>➤ ban-the-box;</li> <li>➤ nondiscrimination;</li> <li>➤ living wages;</li> <li>➤ inclusion of Jobs Policies in relevant contracts;</li> <li>➤ limitations on staffing through temp services;</li> <li>➤ provision of requested compliance records.</li> </ul>	<ul style="list-style-type: none"> <li>• C&amp;C staff regularly obtains information from employers.</li> <li>• C&amp;C staff provides information to Oversight Commission or Implementation Committees regarding employer compliance upon request from Oversight Commission.</li> <li>• If Oversight Commission or Implementation Committees request information on particular employers, C&amp;C staff will obtain and provide it.</li> <li>• Jobs Center provides information to C&amp;C staff, Oversight Commission, or Implementation Committees upon request</li> <li>• In cases where C&amp;C staff takes action enforcement action based on identified noncompliance, enforcement action and results will be reported at the next meeting of the Oversight Commission as an agenda item. C&amp;C enforcement documents shall indicate to employers that Oversight Commission may impose additional enforcement action.</li> <li>• In cases where the Oversight Commission identifies noncompliance that it determines has not been the basis of necessary enforcement action, or for which enforcement action that has been taken is deemed insufficient: <ul style="list-style-type: none"> <li>➤ The Oversight Commission informs C&amp;C staff of the perceived need for initial or additional enforcement action, and either (i) requests additional factual investigation by C&amp;C staff and/or the Implementation Committee, or (ii) requests that C&amp;C staff take particular enforcement action.</li> <li>➤ If after additional factual investigation (if any), C&amp;C staff declines to take initial or additional enforcement action, the Oversight Commission may recommend to the Assistant City Administrator specific enforcement action, which the Assistant City Administrator may initiate.</li> </ul> </li> </ul>
<p>Hear employer appeals regarding enforcement actions.</p>	<p>City Administrator hears and resolves employer appeals. C&amp;C, the employer, and the Oversight Commission may each send one or two representatives to the hearing.</p>

**Construction Jobs Policy**  
**Oakland Army Base Project**  
**Public Improvements**

**I. Purpose.** This Construction Jobs Policy sets forth certain requirements regarding hiring and employment for the construction of the Public Improvements on the former Oakland Army Base, as defined below and further described in that certain Lease Development and Disposition Agreement between the City of Oakland and Prologis CCIG Oakland Global, LLC dated \_\_\_\_\_. Contractors participating in the construction of the Public Improvements agree to comply with terms of this Construction Jobs Policy as a condition of operation, as more particularly set forth herein.

**II. Definitions.** As used herein, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

**“Apprentice”** shall mean an individual who is enrolled in a Registered Apprenticeship Program on the date that such individual is hired or assigned to perform the applicable work.

**“Apprentice Work Hours”** shall mean Project Work Hours performed by Apprentices.

**“Background Exceptions”** shall mean: (i) law, regulation or policy of any applicable governmental or quasi-governmental body (including, but not limited to, those established under the Transportation Worker Identification Credential program and the Customs Trade Partnership Against Terrorism); or (ii) the Contractor’s good faith determination that the position is of such sensitivity that individuals with particular types of criminal convictions or histories are ineligible.

**“City”** shall mean the City of Oakland.

**“Contractor”** shall mean any entity employing individuals to perform Project Construction Work, including Prime Contractor and subcontractors of any tier.

**“Developer”** shall mean Prologis CCIG Oakland Global, LLC and its approved successors, assigns and transferees, as set forth in the LDDA.

**“Disadvantaged Worker”** shall mean a Resident meeting eligibility criteria for California Enterprise Zone Hiring Credits, as set forth in Cal. Rev. & Tax Code Sec. 23622.7(b)(4)(A), as in effect on the LDDA Execution Date, a copy of which is attached hereto as Schedule 1.

**“Jobs Center”** shall mean a referral center to be designated by the City as such for purposes of implementation of this Policy.

“**LDDA**” shall mean that Lease Disposition and Development Agreement described in Section I, above, and entered into by the City and Developer respecting the development activities at the Oakland Army Base, as may be amended from time to time.

“**LDDA Execution Date**” shall mean the date the LDDA is signed by all parties as set forth in Section I, above.

“**Manager**” shall mean the City's construction project manager, California Capital & Investment Group, Inc., as set forth in Article III of the LDDA and in the Property Management Agreement.

“**New Apprentice**” shall mean a Resident who is newly enrolled (less than 3 months) as an Apprentice on the date that such individual is hired or assigned to perform the applicable work.

“**PLA**” shall mean a project labor agreement between the City and the Unions addressed in Section IV.B, below.

“**Policy**” shall mean this Construction Jobs Policy for Public Improvements.

“**Prime Contractor**” shall mean a Contractor awarded a contract directly by Developer, the City, Manager, or a construction manager to one of those parties, for performance of Project Construction Work. The parties acknowledge that, as of the LDDA Execution Date, the only contracts for Project Construction Work that are expected to be issued by Developer are the contracts related to the Developer Funded Wharf Improvements (and then only if Developer exercises its option to construct the same pursuant to Section 3.5.1 of the LDDA).

“**Project**” shall mean the redevelopment activities occurring on the portions Project Site.

“**Project Construction Work**” shall mean construction work performed on the Project Site and in furtherance of the Public Improvements.

“**Project Site**” shall mean the portion of the former Oakland Army Base owned by the City known as the Gateway Development Area and consisting of the East Gateway, Central Gateway, West Gateway, North Gateway and AMS Site parcels, as described in the LDDA.

“**Project Work Hours**” shall mean hours of Project Construction Work performed on the Project Site.

“**Property Management Agreement**” shall mean that agreement between California Capital & Investment Group, Inc., and the City, which defines the duties of the Manager, including acting as the City's construction project manager for the Public Improvements.

“**Public Improvements**” shall mean construction work described in the Scope of Public Improvements attached to the LDDA and performed on the Project Site pursuant to Article III of the LDDA and Section 4 of the Property Management Agreement.

“**Registered Apprenticeship Program**” shall mean a labor-management apprenticeship program that is currently registered with the State of California’s Division of Apprenticeship Standards.

“**Resident**” shall mean an individual domiciled in the City for at least six (6) months prior to the date that such individual is hired or assigned to perform the applicable work, with “domiciled” as defined by Section 349(b) of the California Election Code, as in effect as of the LDDA Execution Date attached, as hereto as Schedule 2.

“**Union**” shall mean construction trades union(s).

### **III. EMPLOYMENT REQUIREMENTS.**

**A. Alternative Approaches.** Each Contractor shall either follow the processes set forth in Section III.B, below, or satisfy the percentage requirements set forth in Section III.C, below.

#### **B. Hiring and Referral Processes.**

**1. Contractor Procedures.** Contractors shall undertake the following steps in the following order, in an effort to retain Residents, Disadvantaged Workers, and Apprentices:

- a. Step One:** Utilize the Contractor’s discretion to assign to perform Project Construction Work any current employees who are Residents, identified Disadvantaged Workers, Apprentices;
- b. Step Two:** If the Contractor utilizes a Union hiring hall to retain workers, utilize name call, rehire, or similar procedures in the relevant collective bargaining agreement to request particular individuals who have been identified as Residents, Disadvantaged Workers, or Apprentices;
- c. Step Three:** If the Contractor utilizes a Union hiring hall to retain workers, request that the hiring hall refer Residents, Disadvantaged Workers, or Apprentices;
- d. Step Four:** If the above steps have not enabled satisfaction of the percentage requirements set forth in Section III.C of this Policy related to hiring of Residents, Disadvantaged Workers, or Apprentices, request referral of needed categories of workers from the Jobs Center;
- e. Step Five:** Fairly consider workers that have been referred by the Jobs Center within three (3) business days of request

therefor.

**2. Hiring Discretion.** Nothing in this Policy shall require that any Contractor hire any particular individual; each Contractor shall have the sole discretion to hire any individual referred by the Jobs Center or any other person or entity.

**C. Percentage Requirements.** The requirements of this Section III.C shall be satisfied if:

**1. Residents.** For each construction trade in which a Contractor performs Project Construction Work, at least fifty percent (50%) of Project Work Hours are performed by Residents.

**2. Disadvantaged Workers.** For each construction trade in which a Contractor performs Project Construction Work, at least twenty-five percent (25%) of hours worked by Apprentices are performed by Disadvantaged Workers.

**3. Apprentices.** For each construction trade in which a Contractor performs Project Construction Work, twenty percent (20%) of Project Work Hours are performed by Apprentices.

**4. Credit for Hours Worked on Other Projects.** For purposes of determining the percentage of Project Work Hours performed by Residents under Section III.C.1 or Disadvantaged Workers under Section III.C.2, any hours of construction work performed by Residents or Disadvantaged Workers on other construction projects performed by a Contractor (or, if the Contractor is a joint venture, by the entities that comprise the joint venture) during the term of the Project Construction Work (i.e., the period commencing on the Contractor's execution of a contract for the performance of Project Construction Work and expiring on the substantial completion of the work required under such contract) shall be credited as Project Work Hours performed by Residents or Disadvantaged Workers, as applicable, in the applicable construction trade (and shall not increase the total number of Project Work Hours, including those applicable to such construction trade).

**5. Bonus for Retention of New Apprentices.** For every one thousand (1,000) hours beyond an initial one thousand (1,000) hours that any one New Apprentice works for a Contractor (on the Project Construction Work or otherwise during the term of the Contractor's Project Construction Work), such Contractor shall be entitled to five hundred (500) "bonus" hours that may be applied toward satisfaction of the percentage requirements set forth in Section III.C.1.

**D. New Apprentice Sponsorship Requirements for Prime Contractors.** In each calendar year, for each twenty thousand (20,000) Project Work Hours performed by a Prime Contractor (for the avoidance of doubt, including its subcontractors of any tier), such Prime Contractor and/or any of its subcontractors of any tier shall sponsor one (1) or more New Apprentice(s) and employ such New Apprentice(s) for an aggregate total of at least one thousand

(1,000) hours of Project Construction Work and/or construction work on other projects during the term of the Prime Contractor's Project Construction Work.

**E. Funding Restrictions.** For any portion of the Project Construction Work on which, based on use of federal or state funds, a federal or state agency prohibits application of any of the requirements of this Policy, the City will, after consultation with Developer, work collaboratively with the funding agency to adapt the requirements of this Policy to the restrictions imposed by the funding agency, advancing the goals of this Policy to the greatest extent permitted by the funding agency. In such cases, Developer and the City shall meet and confer with regard to the adapted requirements agreed to by the City and the funding agency, and such requirements shall be applied to portions of the Project Construction Work in question performed after the imposition of the adapted requirements, and shall automatically become terms of this Construction Jobs Policy, to which all Contractors agree.

**F. Contact Person.** At least two (2) weeks prior to performance of Project Construction Work, or within two (2) business days after execution of a contract for performance of Project Construction Work, whichever is later, each Contractor shall provide to the City contact information for a contact person for purposes of implementation of this Policy.

**G. Employment Needs Projections.**

**1. Prime Contractor.** Within one (1) month after being awarded a prime contract for Project Construction Work, any Prime Contractor shall project employment needs by Project Work Hours for performance of the contract, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers, apprentices, and Project Work Hours needed by trade, at different stages of performance of the contract.

**2. Subcontractors.** Each Contractor shall, at least one (1) month before commencing performance of Project Construction Work, or within two (2) business days after execution of a contract for performance of Project Construction Work, whichever is later, project employment needs for performance of the contract, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers, apprentices, and Project Work Hours needed by trade, at different stages of performance of the contract.

**3. Compliance Plan.** Prior to commencement of construction, Prime Contractors may request participation from the City in negotiation of a proactive compliance plan with regard to requirements of this Policy. The City shall negotiate in good faith in an attempt to reach agreement on such a plan. Negotiated compliance plans may streamline and clarify responsibilities under this Policy, but may not conflict with this Policy. If such a plan is agreed to by Prime Contractor and the City, then compliance with the plan shall be compliance with this Policy.

**H. Determination of Status.** The applicable Contractor's determination of whether any individual is a Resident or New Apprentice shall be binding in determining whether the requirements of this Policy have been satisfied, including the requirements of Sections III.B and III.C, provided that such Contractor obtains reasonable documentation demonstrating that such

individual is a Resident or New Apprentice at the time that such individual is assigned or hired and such Contractor retains such documentation and makes it available to City for inspection at reasonable times. The City shall keep all documentation provided pursuant to this Section III.H confidential, subject to applicable law. The Jobs Center shall make determinations of Disadvantaged Worker status. The Jobs Center shall make such determinations promptly upon request from a Contractor, a Union, an apprenticeship program, or the City.

**I. Worker Qualifications.** Unless a criminal background check is required by any of the Background Exceptions, a Contractor shall neither request from prospective workers, nor independently research prospective workers' history of involvement with the criminal justice system. Where a criminal background check is required by any Background Exception, subject to the requirements of such Background Exception the Contractor shall: (a) include the following statement in the position description: "This position is subject to a background check for any convictions related to its responsibilities and requirements. Only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts will be considered and will not automatically disqualify a finalist candidate."; (b) undertake the background check only after the initial interview (or, if no interview is undertaken, after a candidate has received a conditional offer of employment for the position in question); (c) consider only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts; and (d) take into account the age of the individual at the time of the offense, the time that has passed since the offense, the nature and seriousness of the offense, and any evidence of the individual's rehabilitation. Unless a credit history is required by any of the Background Exceptions or Contractor's good faith determination that the position is of such sensitivity that individuals with particular types of credit histories are ineligible, a Contractor shall neither request, nor independently research, prospective workers' credit histories.

#### **IV. MISCELLANEOUS.**

**A. Reporting Requirements.** Contractors shall submit monthly certified payroll records to the City, with an indication as to which hours of Project Construction Work were worked by Residents, Disadvantaged Workers, Apprentices, and New Apprentices. Each Contractor shall also provide other records or information requested by the City regarding fulfillment of responsibilities under this Policy. All such records and information shall be considered public documents. Prior to such documents being released to the public, the City will redact identifying information from such documents to protect privacy of individuals.

**B. Project Labor Agreement.** As set forth in the LDDA, in order to protect the City's proprietary interest in prompt completion of Public Improvements, and to implement this Policy, the City has or will have entered into a Project Labor Agreement (PLA) with the Building and Construction Trades Council of Alameda County covering the Public Improvements, with contractors and subcontractors to perform work under terms of such PLA, and such PLA to be consistent with and facilitate compliance with this Policy.

**C. Contract/Subcontracts.** Manager under the Property Management Agreement shall include compliance with this Policy as a material term of any contract entered into by the

Manager under which Project Construction Work will be performed. If Manager complies with this Section IV.C, Manager shall not be liable for any breach of this Policy by any Contractor (or any Contractor's subcontractors at any sub-tier level). Each Contractor shall include compliance with this Policy as a material term of any subcontract under which Project Construction Work will be performed (including, as applicable, any construction management agreement), with such subcontractor having all rights and responsibilities of a Contractor. If a Contractor enters into a subcontract in violation of this Section III.C, then such Contractor shall be liable for any breach of this policy at any sub-tier level(s). If a Contractor complies with this Section III.C, such Contractor shall not be liable for any breach of this policy at any sub-tier level.

**D. Assurance Regarding Preexisting Contracts.** Each Contractor warrants and represents that as of the date that a contract incorporating this Policy became effective, it has executed no contract pertaining to the Project or the Project Site that would have violated this Policy had it been executed after that date, or would interfere with fulfillment of or conflict with terms of this Policy. If, despite this assurance, an entity that has agreed to comply with this Policy has entered into such contract, then upon request from the City it shall either amend that contract to include the provisions required by this Policy, or terminate that contract.

**E. Third Party Beneficiaries.** The City is an intended third-party beneficiary of any contract that incorporates this Policy, but only for the purposes of enforcing the terms of this Policy. There shall be no other third party beneficiaries of this Policy. The City shall not delegate any of its responsibilities to any third party, require the consent of any third party or act solely upon the direction of any third party in performing its obligations or exercising its rights under this Policy.

**F. Remedies.**

**1. Liquidated Damages for Percentage Requirements.** If a Contractor fails to satisfy at least one of the alternative approaches required by Section III.A of this Policy, then as the sole and exclusive remedy therefor, such Contractor shall pay to the City liquidated damages in an amount equal to twenty dollars (\$20) for each hour short of the percentage requirement. For example, if there are one thousand (1,000) Project Work Hours, with four hundred fifty (450) Project Work Hours performed by Residents, then the liquidated damages shall be in an amount equal to  $\$20 \times 50 = \$1,000$ . A Contractor shall not owe liquidated damages if it negotiates a compliance plan with the City pursuant to Section III.G.3, and complies with such negotiated compliance plan. Any liquidated damages collected by the City shall be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Policy.

**2. Specific Performance.** Except with respect to Contractor's failure to satisfy at least one of the alternative approaches required by Section III.A (for which the sole and exclusive remedy is set forth in Section IV.F.1), the City may bring an action for specific performance to ensure compliance with this Policy.

**G. Out-of-State Workers.** The requirements of Sections III.B (with respect to the hiring of Residents and Disadvantaged Workers), III.C.1 and III.C.2 shall not apply to Project