

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
Goodfellow Top Grade Construction- Roads (Oakland Army Base project)							
	Laborer and Related Classifications	8,296.00	7,112.00	883.00	867.00	883.00	651.00
	Percentage of Each Craft Total Hours		85.73%	10.64%	98.19%		
	Operating Engineer (Heavy & Highway work)	8,818.50	4,416.00	1,764.50	1,627.50	1,627.50	672.50
	Percentage of Each Craft Total Hours		50.08%	20.01%	92.24%		
	TEAMSTER	268.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	17,382.50	11,528.00	2,647.50	2,494.50	2,510.50	1,323.50
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	<u>48.50%</u>					
	Total New Hires	<u>4</u>					
	Oakland New Hires	<u>4</u>					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
HB Wick Drains a Division of Hayward Baker, Inc							
	Operating Engineer (Heavy & Highway work)	8,815.00	2,357.50	5,711.00	1,640.50	1,640.50	0.00
	Percentage of Each Craft Total Hours		26.74%	64.79%	28.73%		
	Sub Total	8,815.00	2,357.50	5,711.00	1,640.50	1,640.50	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	<u>35.10%</u>					
	Total New Hires	<u>19</u>					
	Oakland New Hires	<u>5</u>					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
HOTLINE CONSTRUCTION, INC.							
	Electrical Utility Lineman	2,418.00	0.00	262.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	10.84%	0.00%		
	Sub Total	2,418.00	0.00	262.00	0.00	0.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	<u>50%</u>					
	Total New Hires	<u>6</u>					
	Oakland New Hires	<u>0</u>					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
INNOVATIVE CONSTRUCTION SOLUTIONS-NORCAL							

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
INNOVATIVE CONSTRUCTION SOLUTIONS-NORCAL							
	Laborer and Related Classifications	167.50	167.50	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		100.00%	0.00%	0.00%		
	Operating Engineer (Landscape Construction)	118.00	118.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		100.00%	0.00%	0.00%		
	Sub Total	285.50	285.50	0.00	0.00	0.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	52.30%					
	Total New Hires	2					
	Oakland New Hires	2					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
Marshall Trucking							
	DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)	38.50	38.50	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		100.00%	0.00%	0.00%		
	Sub Total	38.50	38.50	0.00	0.00	0.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	ON CALL					
	Total New Hires	1					
	Oakland New Hires	1					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
Marshall Trucking- Sub to Mountain Cascade, Inc.							
	DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)	387.60	196.10	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		50.59%	0.00%	0.00%		
	Sub Total	387.60	196.10	0.00	0.00	0.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	ON CALL					
	Total New Hires	5					
	Oakland New Hires	1					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
MORROW MEADOWS							

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
MORROW MEADOWS							
	ELECTRICIAN	7,618.00	3,829.50	1,263.00	1,263.00	1,263.00	510.00
	Percentage of Each Craft Total Hours		50.27%	16.58%	100.00%		
	Sub Total	7,618.00	3,829.50	1,263.00	1,263.00	1,263.00	510.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	32.50%					
	Total New Hires	12					
	Oakland New Hires	11					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
Mountain Cascade, Inc							
	Laborer and Related Classifications	1,648.00	738.50	262.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		44.81%	15.90%	0.00%		
	Operating Engineer (Heavy & Highway work)	1,437.50	46.50	86.50	0.00	46.50	0.00
	Percentage of Each Craft Total Hours		3.23%	6.02%	0.00%		
	TEAMSTER	67.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	3,152.50	785.00	348.50	0.00	46.50	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	46%					
	Total New Hires	6					
	Oakland New Hires	3					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
NCM Contracting Group LP							
	Asbestos Removal Worker (Laborer)	4,048.00	2,974.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		73.47%	0.00%	0.00%		
	Laborer and Related Classifications	3,238.00	786.00	120.00	120.00	120.00	60.00
	Percentage of Each Craft Total Hours		24.27%	3.71%	100.00%		
	Operating Engineer (Heavy & Highway work)	160.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	7,446.00	3,760.00	120.00	120.00	120.00	60.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	100%					
	Total New Hires	33					
	Oakland New Hires	26					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
-----------------	-------	----------------------	-------------------	----------------------	-----------------------------	--------------------------	--------------------

PLS SURVEYS, INC

Tuesday, August 12, 2014

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
PLS SURVEYS, INC							
	FIELD SURVEYOR	46.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	46.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	100%					
	Total New Hires	0					
	Oakland New Hires	0					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
RAY'S ELECTRIC							
	ELECTRICIAN	32.00	32.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		100.00%	0.00%	0.00%		
	Laborer and Related Classifications	501.00	291.00	113.50	113.50	113.50	0.00
	Percentage of Each Craft Total Hours		58.08%	22.65%	100.00%		
	Operating Engineer (Heavy & Highway work)	120.00	120.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		100.00%	0.00%	0.00%		
	Sub Total	653.00	443.00	113.50	113.50	113.50	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	50%					
	Total New Hires	1					
	Oakland New Hires	1					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
Selby's Soil Erosion Control Co. Inc							
	Laborer and Related Classifications	5.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	5.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	ON CALL					
	Total New Hires	0					
	Oakland New Hires	0					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
TALUS CONSTRUCTION INC.							
	Laborer and Related Classifications	61.50	6.00	6.00	6.00	6.00	0.00
	Percentage of Each Craft Total Hours		9.76%	9.76%	100.00%		
	Operating Engineer (Heavy & Highway work)	33.50	6.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		17.91%	0.00%	0.00%		

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
TALUS CONSTRUCTION INC.							
	Operating Engineer (Landscape Construction)	14.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	109.00	12.00	6.00	6.00	6.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	19%					
	Total New Hires	3					
	Oakland New Hires	2					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
Talus Construction, Inc (Oakland Army Base-Morrow Meadows only)							
	Laborer and Related Classifications	1,624.50	465.50	441.50	229.50	424.50	0.00
	Percentage of Each Craft Total Hours		28.65%	27.18%	51.98%		
	Operating Engineer (Heavy & Highway work)	488.50	242.00	40.00	40.00	40.00	0.00
	Percentage of Each Craft Total Hours		49.54%	8.19%	100.00%		
	Operating Engineer (Landscape Construction)	386.00	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	2,499.00	707.50	481.50	269.50	464.50	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	19%					
	Total New Hires	4					
	Oakland New Hires	3					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
TAP MASTER, INC.							
	PLUMBER	33.75	0.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		0.00%	0.00%	0.00%		
	Sub Total	33.75	0.00	0.00	0.00	0.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	ON CALL					
	Total New Hires	0					
	Oakland New Hires	0					

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
-----------------	-------	----------------------	-------------------	----------------------	-----------------------------	--------------------------	--------------------

TURNER CONSTRUCTION COMPANY

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
TURNER CONSTRUCTION COMPANY							
	Carpenter and Related Trades	264.00	264.00	0.00	0.00	0.00	0.00
	Percentage of Each Craft Total Hours		100.00%	0.00%	0.00%		
	Laborer and Related Classifications	2,574.00	1,312.00	1,312.00	1,312.00	1,312.00	0.00
	Percentage of Each Craft Total Hours		50.97%	50.97%	100.00%		
	Sub Total	2,838.00	1,576.00	1,312.00	1,312.00	1,312.00	0.00
	Percentage of Required Hours		50%	20%	25%		
	Percentage of Contract Completion	<u>21.30%</u>					
	Total New Hires	<u>2</u>					
	Oakland New Hires	<u>2</u>					

Total Hours	95,503.35	48,707.60	20,933.00	10,291.75	13,616.00	3,557.00
Percentage of Oakland Hours		51.00%	23.23%	49.17%		3.72%

Total New Hires 171
Total Oakland New Hires 98

Non-Apprenticeable Hours

Asbestos Hours	4,048.00
Teamster Hours	1,338.50
Total	5,386.50

AGENDA ITEM 5

WORKFORCE UPDATE (BY CRAFT)

OAKLAND ARMY BASE WORKFORCE REPORT BY CRAFT

Requirement 1: 50% Craft by Craft to be worked by an Oakland Resident

Requirement 2: 20% Craft by Craft to be worked by an Apprentice (No Local Requirement)

Requirement 3: 25% of the 20% Apprentice Hours to be worked by an Oakland Disadvantaged Apprentice

Craft	All Employee Hours	Oakland Hours and Percentage	All Apprentice Hours and Percentage	Oakland Disadvantaged Apprentice Hours and Percentage	Oakland Apprentice Hours and Percentage
Asbestos Removal Worker (Laborer)	4,048.00	2,974.00 73.47%	0.00 0.00%	0.00 0.00%	0.00 0.00%
BUILDING / CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER	1,984.00	0.00 0.00%	8.00 0.40%	0.00 0.00%	0.00 0.00%
Carpenter and Related Trades	269.00	264.00 98.14%	0.00 0.00%	0.00 0.00%	0.00 0.00%
DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)	426.10	234.60 55.06%	0.00 0.00%	0.00 0.00%	0.00 0.00%
Electrical Utility Lineman	2,418.00	0.00 0.00%	262.00 10.84%	0.00 0.00%	0.00 0.00%
ELECTRICIAN	7,650.00	3,861.50 50.48%	1,263.00 16.51%	1,263.00 100.00%	1,263.00 16.51%
FIELD SURVEYOR	744.00	268.00 36.02%	98.50 13.24%	36.00 36.55%	48.50 6.52%
Laborer and Related Classifications	47,628.50	29,795.50 62.56%	10,624.50 22.31%	5,076.25 47.78%	7,923.50 16.64%
LANDSCAPE MAINTENANCE LABORER	171.00	102.50 59.94%	0.00 0.00%	0.00 0.00%	0.00 0.00%
Operating Engineer (Heavy & Highway work)	27,024.50	10,768.50 39.85%	8,677.00 32.11%	3,916.50 45.14%	4,381.00 16.21%
Operating Engineer (Landscape Construction)	1,759.00	439.00 24.96%	0.00 0.00%	0.00 0.00%	0.00 0.00%
PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)	9.00	0.00 0.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
PLUMBER	33.75	0.00 0.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
TEAMSTER	1,338.50	0.00 0.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%

Requirement 1: 50% Craft by Craft to be worked by an Oakland Resident

Requirement 2: 20% Craft by Craft to be worked by an Apprentice (No Local Requirement)

Requirement 3: 25% of the 20% Apprentice Hours to be worked by an Oakland Disadvantaged Apprentice

Craft	All Employee Hours	Oakland Hours and Percentage	All Apprentice Hours and Percentage	Oakland Disadvantaged Apprentice Hours and Percentage	Oakland Apprentice Hours and Percentage
Grand Total	95,503.35	48,707.60	20,933.00	10,291.75	13,616.00
Total Percentage		51.00%	21.92%	49.17%	14.26%

All Employee Wages	\$3,164,992.29	
Oakland Wages and Percentage	\$1,463,127.89	46.23%
Oakland Disadvantaged Wages and Percentage	\$356,925.37	11.28%

AGENDA ITEM 5

JOB CENTER UPDATE

July 2014 WOJRC Report

	Month	% Entered	AA	HISP	CAU	ASIAN	Monthly Breakdown				Re-Ent	94607	94608	94609	94612
							OTR	DNS	Male	Female					
Attended orientation	20			12	3	2		1	2	14	6	1	3		1
Screened **	10	50%		8	1	1				7	3	1			
Referred to services	0	0%													
Referred to pre-apprenticeship	5	0%		5						5					
Referred to apprenticeship	4	40%		3	1					2	2	1			
Placed in employment	6	60%		6						2	4	2			1
Walk-ins	1			1						1		1			

Mariner's Workshop * 16

*Last Mariner's workshop provided through the WOJRC. Attendee information was not taken at workshop.

** We had a 50% drop out rate from orientation to screening. These individuals self selected out because they were not interested in construction as a career.

*** An individual we placed in a temporary job last month was accepted into the Carpenter's Apprenticeship Program this month. She is not counted here because we counted her last month as a placement.

Employers	Placement
Mountain Cascade	1
Top Grade	1
Branagh Construction	1
Vail's Security	2
Nor-Cal Scaffolding	1

Referral Organizations	
Rising Sun Energy	5

Apprenticeship Referral:
Construction Laborer
Operating Engineer
Electrician

Contractor Assistance Summary: Staff attended weekly subcontractor meetings at the OAB Project; provided TA to Top Grade regarding Ban the Box; referred female operating engineer to Mountain Cascade; recruited and assessed construction laborer apprentice applicants for Alarcon Bohm and verified disadvantaged workers for D-Line Construction.

West Oakland Job Resource Center
Performance Report March 2013 - July 2014

	Total	AA%	HISP%	CAU%	ASIAN%	OTR%	DNS%	Male%	Female%	Re-Entry%
Attended orientation	673	78%	6%	4%	2%	1%	8%	79%	21%	26%
Screened	328	86%	7%	4%	2%	1%	0%	81%	19%	27%
Referred to services	62	94%	3%	2%	0%	0%	2%	81%	19%	42%
Referred to pre-apprenticeship	28	86%	7%	4%	0%	4%	0%	86%	14%	6%
Referred to apprenticeship	91	84%	10%	2%	3%	1%	0%	82%	18%	30%
Placed in employment	95	87%	5%	6%	2%	0%	0%	74%	26%	20%
Walk-Ins	18	94%	6%					83%	17%	33%

Construction Employers	
Arc Glass Co	1
Bay Area High Reach Co.	1
Big Al's Construction	1
Citywide Painting	1
Greg Carpenter	1
Dolan Concrete	1
John Stewart Co.	2
Toms Metals Co.	1
Sign & Display Local 510	1
Hernandez Construction	2
AEKO Consulting	1
Smart I-Q	1
Urban Waterproofing Co.	1
Webcor Builders	1
Golden State Cont.	1
Cahill Construction	1
NorCal Scaffolding Co.	2
Annings Johnson Co.	1
Charlie B. Global Cons.	1
Diamond Fence-MAPLA	1
Peck & Hiller - City	1
Talus Cons. Non-OAB	1
Alten Construction	1
Branagh Construction	1
TTGFI JV - OAB	4
Alarcon/Bohm - OAB	4
DeKay Demolition - OAB	1
Turner - OAB	2
Talus Construction - OAB	1
Mountain Cascade - OAB	1
TOTAL	40

Non-construction	
Cal State College	1
ConAgra Foods	1
Daylight Foods Co.	2
Every Dog Day Care	5
Logan Moving Co.	2
Michael Bell Moving Co.	2
ProPark	1
Personal Assistant	1
The Five 10 Fitness Gym	1
Viking Co.	1
United Parcel Service	1
Service West	1
Nelson Staffing	4
Reliable Trucking Co.	1
Roje Consulting - OAB	1
Architectural Dimensions	1
Renoir Staff	1
CORE Security Co.	1
Val's Security Service	27
TOTAL	55

Referrals
Re-entry Resources
Transitional Employment Services
Educational Resources
Training Resources
Rising Sun Energy
Social Services
Medical Assistance
Veteran's Assistance

West Oakland Job Resource Center
Performance Report March 2013 - July 2014

Monthly Trade Workshops	Attendees
Roofers Workshop	8
Carpenters Workshop	15
Operating Engineers	21
Laborers Workshop	14
Electricians Workshop	24
Plumbers Workshop	7
Bayworks Workshop	9
Nelson Staffing Workshop	20
Mariner's Workshop	54
Security Guard Workshop	20

OAB Job Requests				
Contractor	Date	Position	Positions	Filled?
Alarcon Bohm	3/4	Construction Laborer - JM and Apprentice	1	Yes
Gallagher Burke	3/6	Operating Engineer/GPS Finish - Journeyman	1	No
Gallagher Burke	3/11	Operating Engineer - Wirtgen Grinder - JM	1	No
Hayward Baker	3/28	Operating Engineer Journeyman CAT 375 or Hyundai	3	No
Hayward Baker	4/2	Operating Engineer Journeyman CAT 375 or Hyundai	3	No
Hayward Baker	4/11	Operating Engineer/Apprentice Wick Cutter	4	No
Hayward Baker	5/1	Operating Engineer/Apprentice Wick Cutter	4	No
Hayward Baker	5/1	Operating Engineer Journeyman CAT 375 or Hyundai	4	No
Hayward Baker	6/3	Operating Engineer Apprentices	10	No

West Oakland Job Resource Center
Performance Report March 2013 - July 2014

94607%
20%
14%
23%
14%
10%
26%
22%

13
35
11
24
5
4
1
2

AGENDA ITEM 6

NEW REPORT

Information for the new report is folded into the summary workforce report (re: new hires)

AGENDA ITEM 7

RIVERWATCH SETTLEMENT FUNDING



INTER OFFICE MEMORANDUM

TO: Oversight Commission

FROM: Al Auletta

SUBJECT: Proposed Uses of Settlement Funds

DATE: August 21, 2014

This memorandum provides the Army Base Community Jobs Policies Oversight Commission with a brief overview of the Riverwatch et al law suit settlement agreement with the City of Oakland as it pertains to the West Oakland Job Resource Center. It also contains proposed uses of the settlement funds with a request for Oversight Commission action to accept staff's recommended uses of said funds.

Overview

An environmental advocacy organization called Riverwatch, joined by the East Bay Alliance for a Sustainable Economy and the Teamsters ("Plaintiffs"), filed a Storm Water Act violation complaint against Oakland Maritime Support Services (OMSS). Since OMSS was a tenant on City property at the former Oakland Army Base, it too was named in the complaint, which led to a lawsuit.

As soon as City staff became aware of the complaint filed against OMSS, they worked with OMSS to address any and all curable solutions to the alleged storm water act violations. Riverwatch acknowledged said actions. The lawsuit, however, had to run its course, which typically ends in a settlement that costs the plaintiffs roughly \$300,000 in combined legal fees and penalties, according to the Federal Magistrate who mediated the settlement agreement. The City and OMSS paid the plaintiffs \$100,000 for legal fees. For the "penalty" portion of the settlement, the plaintiffs and defendants agreed to a \$200,000 payment in support of the West Oakland Job Resource Center (WOJRC).

Settlement Terms

The attached documents articulate the terms of the settlement and range of allowable uses for the \$200,000 settlement funds for the WOJRC. In short, the funds can be used to develop and facilitate a local labor force able to support reconstruction of storm water infrastructure, and other infrastructure, at the Oakland Army Base. Other allowable uses of the funds articulated in the settlement agreement include pre-apprenticeship and apprenticeship training for and placement in positions focused on storm water and infrastructure construction, storm water management system design, construction and maintenance, and associated climate change work for the Oakland Army Base, the Port of Oakland, and the industrial facilities and areas adjacent to the Army Base and the Port.

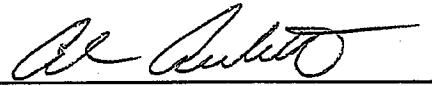
The settlement agreement also states that the Oversight Commission will "supervise" the use of said funds.

Proposed Use of Settlement Funds

Staff is proposing the following uses of the settlement funds:

1. Training for trades involved in site preparation, storm water and infrastructure construction, and soils and water pollution control, approximately \$80,000;
2. A portion of WOJRC staff time, not to exceed 20% in any given pay period, for training coordination, job placement, job retention, and case management support for job seekers and workers engaged in the aforementioned activities, approximately \$100,000; and
3. Client support for settlement related work, such as safety gear, tools, initiation fees, etc, approximately \$20,000.

Thank you.



Al Auletta
Program Manager

Attachments:

- U.S. Department of Justice Determination Letter
- Letter from City to Department of Justice
- Excerpt from Settlement Agreement



U.S. Department of Justice

Environment and Natural Resources Division

90-1-24-177-02919

Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, DC 20044-7415

Telephone (202) 514-1442
Facsimile (202) 514-4231

Clerk's Office
U.S. District Court
Northern District of California, San Francisco
450 Golden Gate Ave. 16th Fl.
San Francisco, CA 94102

February 3, 2014

Re: Northern California River Watch v. Oakland Maritime Support Services, Inc. et al., United States District Court for the Northern District of California, Case No. 3:10-cv-3912

Dear Clerk of Court:

I am writing to notify you that the United States has reviewed the proposed consent judgment in this action and does not object to its entry by this Court.

On December 23, 2013, the Citizen Suit Coordinator for the Department of Justice received a copy of the proposed consent judgment in the above-referenced case for review pursuant to Clean Water Act, 33 U.S.C. § 1365(c)(3). This provision provides, in relevant part:

No consent judgment shall be entered in an action in which the United States is not a party prior to 45 days following the receipt of a copy of the proposed consent judgment by the Attorney General and the Administrator.

See also 40 C.F.R. § 135.5 (service on Citizen Suit Coordinator in the U.S. Department of Justice). A settlement that does not undergo this federal review process is at risk of being void.¹

¹ For purposes of the United States' right of review, the term "consent judgment" in the Clean Water Act citizen suit provision has a broad meaning, and encompasses all instruments entered with the consent of the parties that have the effect of resolving any portion of the case. For example, the United States views a document stipulating to dismissal of a case or any part thereof would be within the scope of this language. Such documents and any associated instruments (even if not submitted to the Court) must be submitted to the United States for review, notwithstanding any provisions purporting to maintain the confidentiality of such materials. The Department monitors citizen suit litigation to review compliance with this requirement.

In its review, the United States seeks to ensure that the proposed consent judgment complies with the requirements of the relevant statute and is consistent with its purposes. See Local 93, Int'l Ass'n of Firefighters v. City of Cleveland, 478 U.S. 501, 525-26 (1986) (a consent judgment should conform with and further the objectives of the law upon which the complaint was based). For example, if the defendant has been out of compliance with statutory or permit requirements, the proposed consent judgment should require the defendant to come into prompt compliance and should include a civil penalty, enforceable remedies, injunctive relief, and/or a supplemental environmental project (SEP) payment sufficient to deter future violations, or combinations of the above.

In this case, the Plaintiff alleged violations of section 301(a) and 402 of the Clean Water Act, 33 U.S.C. § 1311(a) and § 1342, for the unlawful discharge of pollutants and violations of National Pollution Discharge Elimination System Permit and General Permit requirements. In terms of injunctive relief, the consent judgment provides that the Defendant will operate in compliance with the General Permit and the Clean Water Act, and will implement a revised Storm Water Pollution Prevention Plan that has been approved by the Plaintiffs. The Defendant also agrees to implement specified best management practices and increased housekeeping measures. The proposed consent judgment also provides that defendants will pay \$100,000 in attorneys' fees and costs.

The proposed consent decree further provides that the West Oakland Job Resource Center shall receive a payment of \$200,000 for a SEP to go towards developing and facilitating a local labor force to support the reconstruction of storm water infrastructure at the Oakland Army Base. Funds will be used for pre-apprentice and apprentice training for and placement in positions focused on storm water infrastructure construction; storm water management system design, construction, and maintenance; and associated climate change response management at the Base and nearby area. Where a consent judgment provides for the payment of sums to a third party for a SEP, the United States asks the third party to confirm in writing that it is a section 501(c)(3) tax-exempt entity and that it (1) has read the proposed consent judgment; (2) will spend any monies it receives under the proposed judgment for the purposes specified in the judgment; (3) will not use any money received under the proposed consent judgment for political lobbying activities; and (4) will submit to the Court, the United States, and the parties a letter describing how the SEP funds were spent.

The United States received a letter from the West Oakland Job Resource Center, dated January 30, 2014, confirming that all funds received from the Defendants as a result of the proposed consent decree would be used solely for the purpose outlined in the decree and that the Foundation does not fund political lobbying activities prohibited by section 501(c)(3) of the IRS Code; a copy of that letter is attached as Exhibit 1. The Department of Justice believes that this letter will help ensure that any monies expended under the proposed consent judgment will be used in a manner that furthers the purposes of the Act, and that is consistent with the law and the public interest.

With the understanding that the separate settlement reached in this case is a "consent judgment" within the scope of the United States' review authority, the United States has no objection to entry of the proposed consent judgment. We accordingly notify the Court of that fact.

The United States affirms for the record that it is not bound by this settlement. See, e.g., Hathorn v. Lovorn, 457 U.S. 255, 268 n.23 (1982) (Attorney General is not bound by cases to which he was not a party); Gwaltney of Smithfield, Ltd. v. Chesapeake Bay Found. Inc., 484 U.S. 49, 60 (1987) (explaining that citizen suits are intended to “supplement rather than supplant governmental action”); Sierra Club v. Electronic Controls Design, 909 F.2d 1350, 1356 n.8 (9th Cir. 1990) (explaining that the United States is not bound by citizen suit settlements, and may “bring its own enforcement action at any time”); 131 Cong. Rec. S15,633 (June 13, 1985) (statement of Senator Chafee, on Clean Water Act section 505(c)(3), confirming that the United States is not bound by settlements when it is not a party). The United States also notes that, if the parties subsequently propose to modify any final consent judgment entered in this case, the parties should so notify the United States, and provide a copy of the proposed modifications, forty-five days before the Court enters any such modifications. See 33 U.S.C. §1365(c)(3).

We appreciate the attention of the Court. Please contact the undersigned at (202) 514-3932 if you have any questions.

Sincerely,

/s/ Judy Harvey

Judy Harvey, Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Law and Policy Section
P.O. Box 7415
Washington, D.C. 20044-7415

cc: Counsel of Record via ECF

Exhibit 1



VIA EMAIL AND U.S. MAIL

January 30, 2014

Sarah Lu
Department of Justice
Environment & Natural Resources Division
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, D.C. 20044-7415
Sarah.Lu@usdoj.gov

Re: Northern California River Watch, et al. v. Oakland Maritime Support Services, et al.
(Case No. 4:10-cv-3912-CW-JSC)

Dear Ms. Lu,

This letter provides additional information that your office requested in connection with the settlement agreement in this matter. The settlement agreement was submitted to your office in December by counsel for the plaintiffs.

As you know from reviewing the settlement agreement, it provides funding to the West Oakland Job Resource Center ("WOJRC"). WOJRC will use (along with other funding) to develop within our local labor force the capacity to address a range of storm water management issues associated with the redevelopment of the Oakland Army Base (the area where the alleged unlawful discharges to San Francisco Bay occurred). The Base, the area around it, and the adjacent Port of Oakland face particularly severe storm water management challenges on account of the heavy industries operating there, the Base's inadequate existing storm water infrastructure, and the close proximity of the Base to San Francisco Bay. Facing those existing challenges, and the potential for significant sea level rise, Oakland has an urgent need for a local workforce with the skills required to rehabilitate, upgrade and then operate storm water management systems in this area. The settlement provides funding toward that end.

With regard to the organizations involved, WOJRC is a newly created, standalone program within the City. The City is a chartered municipal corporation, governed by an elected city council and serving approximately 400,000 residents.¹ As a standalone program within the City,

¹The City of Oakland did not own or operate the property at the time the violations alleged by the Plaintiffs occurred. Based on this fact, the Plaintiffs voluntarily dismissed the City from the litigation. The City agreed, via stipulation submitted last fall, to be added back as a defendant solely to facilitate implementation of the settlement agreement.



WOJRC is administered on a day-to-day basis by an independent fiscal agent (presently the Urban Strategies Council). Although not formally structured as Internal Revenue Code Section 501(c)(3) entities, Oakland and WOJRC are not-for-profit enterprises. Urban Strategies is a Section 501(c)(3) entity. WOJRC is not authorized to conduct, and will not be conducting, any political lobbying activities; and Urban Strategies does not fund any political lobbying prohibited by Section 501(c)(3) of the Internal Revenue Code.

As provided in the settlement agreement, the funding provided to WOJRC will be used to develop within the local labor force pre-apprenticeship training for, and placement and retention in, positions focused on storm water infrastructure construction; storm water management system design, construction, and maintenance; and associated storm water focused climate change site preparation and response management for the Army Base, the Port of Oakland, and the industrial facilities in the areas adjacent and/or near to the Army Base and Port. The WOJRC already has a discrete project code within the City's accounting systems, and we will further modify the Project code for the settlement funds to (1) ensure that they are used as required under the settlement agreement and (2) easily accounted for and tracked to those purposes when the City's auditors conduct their annual audit of the City's financial records. The City will provide notice to Plaintiffs (and the federal agencies) confirming the transfer and account code designations corresponding to the settlement funds contributed to WOJRC. WOJRC will also periodically report to the City and the Army Base Community Jobs Policy Oversight Commission on its progress. The Commission is an 11-member body that provides monitoring and oversight for the implementation of Oakland's job policies with particular emphasis on those policies as they relate to redevelopment of the Army Base. WOJRC's report to the Commission concerning the use of the settlement funds will also be provided to your agency and EPA. (we will need a point of contact for EPA unless DOJ will be forwarding the report).

I trust this provides the additional information your office needs to complete the federal agencies review of the settlement. If you need further information or have any questions please feel to call me at (510) 238-3752 or aauletta@oaklandnet.com.

Sincerely

A handwritten signature in black ink, appearing to read 'Al Auletta', written over a horizontal dashed line.

Al Auletta

Program Manager

City of Oakland Department of Economic and Workforce Development

Cc: Heather Lee, City Attorney's office
Robert Doty

11. **Amendment of SWPPP and SWMP.** Within thirty (30) days of the Effective Date, and provided it is still operating the Facility, OMSS shall amend the Facility's SWPPP and the Facility's Storm Water Monitoring Plan ("SWMP") to incorporate all changes, improvements, sample log forms, and best management practices set forth in or resulting from this Agreement. OMSS shall ensure that all maps, tables, and text comply with the requirements of the General Permit. OMSS shall ensure that the SWPPP describes all structural and non-structural BMPs, details the measures to be installed, and discusses why such BMPs will be effective in addressing the pollutant sources at the Facility. A copy of the amended SWPPP and SWMP shall be provided to Plaintiffs within thirty (30) days of completion. Specific improvements to the Facility's map include the following: identification of the storm water discharge locations, a key describing the symbols on the map, indication of the direction of storm water flows/drainage areas, indication of where materials are directly exposed to precipitation, and location of any structural control measures.

12. **City Not Responsible For Paragraphs 7-11.** Plaintiffs agree that neither the City, nor ORSA, nor any Party or Entity other than OMSS shall have any responsibility or obligation to perform any of the measures called for in Paragraphs 7-11. Instead, Paragraphs 7-11 are binding only on Plaintiffs and OMSS.

13. **Mitigation Payment.** In recognition of the good faith efforts by OMSS to comply with all aspects of the General Permit and the Clean Water Act, the Redevelopment Agency's assistance to OMSS with that effort, the upcoming rehabilitation and reconstruction of the storm water infrastructure at and near the former Oakland Army Base and the Port of Oakland, the current shortage in that area of workers with the training and skills needed to support the upcoming infrastructure rehabilitation and reconstruction process, and in lieu of payment by Defendants of any penalties which have been disputed but could have been assessed if this action had been adjudicated adverse to Defendants, the Settling Parties agree that Defendants will contribute Two Hundred Thousand dollars (\$200,000.00) to the West Oakland Job Resource Center ("WOJRC"), a public benefit entity that (1) as of the Effective Date is being formed to, among other things, develop and facilitate a local labor force able to support the reconstruction of storm water infrastructure, and other infrastructure, at the Oakland Army Base, and (2) will be supervised by an oversight commission in which Plaintiffs, Teamsters and

EBASE, or their affiliates, participate (i.e. the same commission that will be enforcing the Community Jobs Policies and Cooperation Agreement in which certain Plaintiffs are parties). Defendants' contribution to WOJRC shall be made within thirty (30) days of the Court's order approving this Agreement as contemplated in Paragraph 3. The funds shall be designated with a unique account number/code string maintained by the City until a qualified non-profit fiscal agent has been selected for WOJRC pursuant to an upcoming (as of the Effective Date) RFP process. The City shall provide notice to Plaintiffs pursuant to Paragraph 22, below, confirming the transfer and the account code corresponding to Defendants' contribution to WOJRC. Subject to the oversight commission's supervision, City and the fiscal agent chosen through the RFP process will cause WOJRC to devote the funds provided by Defendants to developing within the local labor force pre-apprentice and apprentice training for and placement in positions focused on storm water infrastructure construction, storm water management system design, construction, and maintenance, and associated climate change response management for the Oakland Army Base, the Port of Oakland, and the industrial facilities in the industrial areas adjacent and/or near to the Army Base and Port.

14. **Fees, Costs, and Expenses.** As reimbursement for Plaintiff's investigative, expert and attorneys' fees and costs, Defendants shall pay Plaintiffs the sum of One Hundred Thousand dollars (\$100,000.00). Payment shall be made by Defendants within thirty (30) calendar days of the Court's order approving this Agreement as contemplated in Paragraph 3. Payment by Defendants to Plaintiffs shall be made in the form of a single check payable to "Lozeau Drury LLP," and shall constitute full payment for all costs of litigation, including investigative, expert and attorneys' fees and costs incurred by Plaintiffs that have or could have been claimed in connection with Plaintiffs' claims, up to and including the filing of the Stipulation to Dismiss with Prejudice and [Proposed] Order as contemplated in Paragraph 4 of this Agreement.

15. **Allocation Among Defendants.** The allocation of the Mitigation Payment, Fees, Costs, and Expenses as between the City, OMSS, and William Aboudi will be addressed in an agreement involving only those three Parties and not Plaintiffs.



INTER OFFICE MEMORANDUM

TO: Oversight Commission

FROM: Al Auletta

SUBJECT: Response to Commissioner Questions

DATE: August 21, 2014

Following a request to the Chair and Vice-Chair of the Commission to agendize the RiverWatch Settlement fund use recommendations from Workforce Development staff, we received the following set of requests and questions from Commissioner Beveridge:

1) Include the background on the lawsuit and a proposed budget for how the funds would be allocated between JRC staff time, operations and training or worker expenses.

The cover memorandum addresses the first question on background of the lawsuit, and proposed uses of the funds.

2) Will funding go to outside training organizations, who do we suppose they might be, how long would it take to bring some workers up to employable skill levels and what types of employment on the project will be available during the project timeline?

Training services would be provided by outside training organizations. Such services would likely have to be competitively procured through a formal Request for Proposals process. This process alone takes roughly four months. Training services could include rigorous pre-apprenticeship training, which can take as long as 16 weeks; hazardous materials training, which takes five days; OSHA safety training, which takes less than a week; and basic skills training, the length of which depends on the grade level competencies of clients. The public infrastructure portion of the project which includes site preparation and installation of new storm drain, water, and sanitary sewer systems will go on for at least three more years or longer. The trades involved in such work include Operating Engineer, Plumbers and Steamfitters, and Laborers, among others.

3) Will there be permanent jobs at the logistics center in the water quality field?

There will likely be the need for work in maintaining and upgrading water drainage and filtration systems, although it is too early to tell if these will be contracted services on an as-needed basis or ongoing services as part of the property management agreement.

Thank you.

Al Auletta
Program Manager