



COMMUNITY JOBS OVERSIGHT COMMISSION

**Thursday, May 15, 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



**CITY OF OAKLAND
COMMUNITY JOBS OVERSIGHT COMMISSION
Thursday, May 15, 2014
6:00 p.m. – 8:00 p.m.
Oakland City Hall - Hearing Room 3**

Commissioners: Brian Beveridge, George Bolton, Shirley Burnell, Andreas Cluver, Josie Camacho, Margaret Gordon, Kate O’Hara, Mark Henderson (Interim 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: Alix Rosenthal, Counsel to the City

MEETING AGENDA

1. Roll Call and Determination of Quorum
2. Open Forum
3. Adoption of Agenda Action Item
4. Adoption of Minutes of the Meeting Held on April 17, 2014 Action Item
5. Report of the By Laws Ad-hoc Subcommittee Action Item
 - *Adopt Amended By Laws*
6. Compliance Reports Informational
 - Contract Compliance Update Informational
 - Workforce Update Informational
 - Job Center Update Informational
7. Election of Permanent Chair and Vice Chair Informational
8. Adopt a recommendation for standard format for compliance reports Action Item

- | | |
|---|------------------------------|
| 9. Clarification of process for recommending policy implementation/changes and moving the recommendations for consideration and action | Informational |
| 10. City Waiver process – impact of policy change <ul style="list-style-type: none">• <i>Adopt a recommendation on City waiver procedures</i> | Informational
Action Item |
| 11. Discussion of policy - entry level class of asbestos worker as apprentice <ul style="list-style-type: none">• Adopt a recommendation to accept entry level class of asbestos worker as apprentice | Informational
Action Item |
| 12. Discussion on contractor hiring requirements | Informational |
| 13. Set a date and time for project site visit | Action Item |
| 14. 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

Agenda & Minutes

6.00 p.m. - 8.00 p.m.

Thursday, April 17th, 2014

Oakland City Hall Council Chambers

Present: Brian Beveridge, George Bolton, Shirley Burnell, Andreas Cluver, Margeret Gordon, Mark Henderson, Jens Hilmer, Megan Morodomi, Kate O'Hara, Joe Sarapochillo

Absent: Josie Camacho

Call to Order

Time: 6:06 by Chair Henderson

1. Roll Call

ACTION

Quorum: The Chair declared a quorum present

2. Adoption of Agenda

ACTION

Cluver – proposed amendment to item 6 on Agenda: change language from policy to recommendation since it is not in the Commission's purview to adopt policy.

Chair Henderson – proposed friendly amendment to agenda: move Open Forum to right after adoption of minutes, from item 10 to item 4.

MOTION: Moved by Morodomi and seconded by Cluver to change language from “adopt a policy and procedure” to “adopt a recommendation” for Agenda items 6 & 7. Motion amended by Chair Henderson to include moving agenda item 10 (open forum) to item 4 on agenda. Motion as amended seconded by Cluver.

VOTE: ADOPTED UNANIMOUSLY

3. Adoption of Minutes

ACTION

Morodomi – Requested clarification on item vi. in minutes: suggestion was that waivers should not be issued for life of project?

Beveridge: Commission requested that data received be sorted for West Oakland residents.

Chair Henderson – Commission also requested data /statistics on re-entry population as a whole.

Chair Henderson – want to establish for minutes that Commissioner O'Hara is present & proceed with adopting minutes with suggested changes that include clarification on item vi. and report-outs on West Oakland & Re-entry population.

MOTION: Moved by Morodomi and seconded by Beveridge to adopt minutes of March 20th as amended to recognize request by Commission for West Oakland & Re-entry population data and clarification on item vi.

VOTE: ADOPTED UNANIMOUSLY.

4. Open Forum

Jabari Hubert – language in workforce policy prevents provision of aggregate credit for 2nd & 3rd tier contractor local numbers. Policy forbids 1st tier contractors from getting credit for subbing out work to smaller, local 2nd & 3rd tier contractors, prevents utilization of local workers and public money recycling down to local smaller contractors.

Cluver – need to put on next meeting agenda to address issue of how we are measuring work hours, giving prime contractor flexibility to maximize use of local contractors.

5. Briefings/Reports

i. By-Laws Ad Hoc Subcommittee report.

- Chair Henderson – We are not allowed to distribute the revised By-Laws at this meeting, would be in violation of the Brown Act. Report will be tabled till next meeting.

Future Agenda Items

- None

Information Requested by Commission

- None

ii. Contract Compliance Update.

OAB Workforce Report 10/10/2013 – 04/04/2014 presented by Deborah Barnes.

Future Agenda Items

- Issue of prime contractor v/s individual contractor as action item for May agenda

Information Requested by Commission

- Monthly or quarterly data, in addition to cumulative data report. Two versions of report: by crafts and by contractor. Include percent of work completed for each contractor. New hires report.

iii. Workforce Update.

Presentation on West Oakland Job Resource Center by Joyce Guy.

Information Requested by Commission

- Documentation from employees on clients not retained. Number of people placed in construction apprenticeships, data on retention of clients.

iv. Recommending a standard format for future compliance reports

ACTION

- Chair Henderson – proposed motion to table recommendation for standard format till next meeting as action item that includes revised sample report.

MOTION Moved by Cluver, seconded by Beveridge to table recommendation for standard format as action item with revised sample included till next meeting.

VOTE: ADOPTED UNANIMOUSLY.

Future Agenda Items

- Recommendation on standard format for compliance report based on revised sample that includes Commissions suggestions to improve data accessibility

Information Requested by Commission

- See contract compliance report information request

v. Adopt a recommendation for use of City Waivers.

ACTION

- Cluver – propose tabling item v. till next meeting and having presentation on waiver process preceded by discussion on policy and recommendation procedure. Also recommend that waiver process be discontinued until policy change is made.
- Chair Henderson – Point of order, time is now past 8:00 p.m. Propose motion to extend meeting by 30 minutes to complete discussion on item v.

MOTION: Extend meeting 30 minutes prioritizing action items and tabling informational items. Moved by Beveridge, seconded by Bolton.

VOTE: ADOPTED UNANIMOUSLY

- O' Hara – fine with tabling item, but suspending feels like making (short-term) decision, don't feel informed enough to take that step.
- Cluver – move that we reopen discussion on item

MOTION: Moved by Cluver, seconded by O'Hara. To reopen Cluver's motion to table item v. till next meeting for discussion.

VOTE: ADOPTED UNANIMOUSLY

- O'Hara – propose friendly amendment to table item v. till next meeting for full discussion but allow waiver process to continue.
- Cluver – Not accepted.
- Chair Henderson – Vote on whether or not we take a vote on Cluver's proposed motion tabling item v. till next meeting and suspending waiver process in the interim.

ACTION

MOTION: To vote on whether or not to take vote on Cluver's proposed motion or continue discussion.

VOTE: Support: 3 Votes -Sarapochillo, Cluver, Morodomi. Opposed: 7 Votes - O'Hara, Hillmer, Gordon, Bolton, Burnell, Beveridge, Henderson

- Chair Henderson – We will have further discussion.
- Beveridge – We have two motions to postpone item v. on the floor and have spent extended meeting time having discussion without passing any motion. Ask that chair call the questions on alternative and original motions and decide what we are really talking about.

ACTION

MOTION: To table item v. till next meeting without suspending waiver policy. Moved by Beveridge and seconded by Bolton.

VOTE: Support: 6 Votes - Beveridge, Bolton, Gordon, Morodomi, O'Hara, Sarapochillo. Opposed: 4 Votes – Cluver, Burnell, Hillmer, Henderson.

Future Agenda Items

- Adopt a recommendation for use of City waivers after presentation on waiver process preceded by discussion on policy and recommendation procedure.

Information requested by Commision

- Documents and materials for explaining waiver process, documents and materials for discussing and understanding policy changes and impact of recommendations regarding policy changes.

Chair Henderson – Motion has passed. Propose motion to end this meeting.

6. Upcoming Commission decisions

- No Discussion

7. Future Agenda Items

- Issue of prime contractor v/s individual contractor as action item for May agenda
- Recommendation on standard format for compliance report based on revised sample that includes suggestions from Commission to improve data accessibility
- Adopt a recommendation for use of City waivers after presentation on waiver process preceded by discussion on policy and recommendation procedure.
- Priority action item - Setting schedule for Commisioners' field trip to the Army Base project site.

8. Adjourn

ACTION

MOTION: To adjourn the meeting

VOTE: ADOPTED UNANIMOUSLY.

Oakland Army Base Jobs Oversight Commission Bylaws

DRAFT V3

**ARTICLE I
Identification**

- 1) Name
Oakland Army Base Jobs Oversight Commission (OAB JOC)

- 2) Authority, Statutory Requirements: and Other Laws and Polices
The OAB JOC shall comply with all applicable laws, including but not limited to, the City of Oakland Charter, the Oakland Sunshine Ordinance (Ordinance No. 11957 C.M.S., adopted January 14, 1997), the Ralph M. Brown Act (Government Code sections 54950 et seq.), the Political Reform Act of 1974 (Government Code sections 81000 et seq.), the Public Records Act (Government Code sections 6250 et seq.), the Oakland Conflict of Interest Code (Ordinance # 11979, as amended)

**ARTICLE II
Purpose/Mission Statement**

- 1) Functions
Monitor compliance with the Construction and Operations Jobs Policies for the Oakland Army Base as set forth in the OAB Jobs Policies Implementation Plan for Compliance and Enforcement and the Cooperation Agreement between the City and various Oakland community-based organizations. The duties and functions of the OAB JOC are as follows:
 - (a) To review implementation of the Cooperation Agreement, and to work with the parties to the Cooperation Agreement to attempt to resolve issues that arise in implementation;
 - (b) To review compliance of employers with the Jobs Policies including the review of background exceptions, as set forth in the Cooperation Agreement;
 - (c) In cases where the Oversight Commission deems an employer to be out of compliance with the Jobs Policies, to directly negotiate with that employer a remedy for the alleged violation, through a negotiated compliance plan;
 - (d) In cases where a negotiated remedy cannot be reached or has not been reached, to recommend to the City Administrator specific action to enforce the Jobs Policies;
 - (e) To review any proposed changes to the Jobs Policies or to the terms of the LDDA that are directly related to the Jobs Policies; and
 - (f) To engage the Implementation Committees described in the Cooperation Agreement for advice and assistance in the performance of investigative functions and negotiation of compliance plans.

2) Number, Appointing Authority and Qualifications

The OAB JOC shall consist of eleven (11) members. Members shall be appointed by the Mayor subject to confirmation by the affirmative vote of five (5) members of the Council. The membership of the Oversight Commission shall consist of the following: (i) one member nominated by the West Oakland Community Advisory Group; (ii) two members nominated by the Revive Oakland Coalition; (iii) two members nominated by the OaklandWORKS Coalition; (iv) two members representing organized labor; (v) two members representing the City; and (vi) two members representing employers. For purposes of this Section, the "Revive Oakland Coalition" shall consist of the following organizations, or their designated successors, acting collectively: the East Bay Alliance for a Sustainable Economy, the Alliance of Californians for Community Empowerment, and Oakland Community Organizations; and the OaklandWORKS Coalition shall consist of the following organizations, or their designated successors, acting collectively: People United for a Better Life in Oakland, Black Women Organized for Political Action, the West Oakland Environmental Indicators Project, and Bay Area Black Builders.

3) Term of Appointment

1-2 year staggered terms. There shall be no limit to the number of terms served.

4) Vacancy and Removals

Vacancies on the OAB JOC shall be filled for any unexpired term in the same manner as the original appointments were made; provided, however, that if the Mayor does not submit for confirmation a candidate to fill the vacancy within 90 days of the date the vacancy first occurred, the Council may fill the vacancy. If the Mayor does submit for confirmation a candidate to fill a vacancy within the 90-day time frame and the Council does not confirm the candidate, the 90-day period shall commence anew. A seat filled by a holdover appointment will be considered vacant as of the expiration of the holdover's prior term of office.

An appointment to fill a vacancy shall be for the unexpired portion of the term only. In the event an appointment to fill a vacancy has not occurred by the conclusion of a member's term, that member may continue to serve as a member of the OAB JOC during the following term in a holdover capacity for a period not to exceed one year, to allow for the appointment of a member to serve the remainder of said following term.

A member of the OAB JOC may be removed for cause, after hearing, by the affirmative vote of at least six members of the Council. Among other things, conviction of a felony, misconduct, incompetency, inattention to or inability to perform duties, or absence from three regular meetings except on account of illness or when absent from the City by permission of the OAB JOC, shall constitute cause for removal.

5) Compensation

Members of the OAB JOC shall serve without compensation.

6) Oath of Public Office

Acceptance of the Oath of Public Office constitutes an OAB JOC member's sworn responsibility of public trust. Members are required to serve well and to faithfully discharge their duties and responsibilities diligently and consistent with the laws of the City of Oakland and all pertinent state and federal laws.

7) Rules, Regulations and Procedures

Rules, regulations and procedures for the conduct of OAB JOC business shall be established by a majority vote of the members present. The OAB JOC must vote to adopt any motion or resolution.

8) Conflict of Interest

No member of the OAB JOC shall cast a vote on or participate in a decision-making capacity on the provision of services by that member or any organization which the member directly represents, on any matter which would provide a direct financial benefit to such member or a member of his or her immediate family, or on any other matter which would result in the member violating any governmental conflict of interest law or regulation.

9) Official Tenure on the Commission

OAB JOC Members shall remain on the Commission until:

- (a) Their term expires;
- (b) They resign in writing;
- (c) They are removed from the OAB JOC for cause after a hearing before the OAB JOC and a majority vote in favor of removal, and are notified in writing of their removal. Among other things, conviction of a felony, misconduct, incompetence, inattention to or inability to perform duties, or absence from three (3) regular meetings in any one-year period except on account of illness or by permission of the OAB JOC Chairperson, shall constitute cause for removal.

ARTICLE III Officers

Officers shall be a **Chairperson** and **Vice Chairperson** chosen from members of the OAB JOC.

1) Chairperson

The Chairperson shall preside at all meetings of the OAB JOC, and shall submit such agenda, recommendations and information at such meetings as are reasonable and proper for the conduct of the business affairs and policies of the OAB JOC. The Chairperson shall sign all documents necessary to carry out the business of the OAB JOC.

2) Vice Chairperson

The Vice Chairperson shall assist the Chairperson as directed and shall assume all the obligations and authority of the Chairperson in the absence or recusal of the Chairperson.

3) Election of Officers

The Officers shall initially be elected from among the members of the OAB JOC by majority vote at the OAB JOC's first regular meeting or as soon thereafter as possible.

4) Removal of Chairperson

Upon an affirmative vote by a majority of the members of the OAB JOC present at a meeting of the OAB JOC at which a quorum is present, any Officer may be removed from office.

5) Term of Office

The Officers shall hold office until the first meeting of the next calendar year following their election. No person shall be elected as an Officer for longer than his or her OAB JOC term of office.

6) Vacancies

If the office of the Chair becomes vacant, the Vice Chair shall become Chair. If the office of the Vice Chair becomes vacant for any reason, the OAB JOC shall, by majority vote, elect a successor from among the OAB JOC members at the next regular meeting, and such office shall be held for the unexpired term of said office.

**ARTICLE IV
Planning and Oversight Staff**

1) City Administrator

The OAB JOC shall receive staff support from the City Administrator of the City of Oakland and his or her designees.

2) Legal Advisor

The City Attorney and his or her designee is the OAB JOC's legal advisor. The City Attorney shall provide the OAB JOC with legal assistance; to the extent such assistance does not constitute a conflict of interest. If the City Attorney in consultation with the OAB JOC, makes a determination communicated in writing that she or he cannot, consistent with the California State Bar Rules of Professional Conduct, provide advice sought by the OAB JOC in any particular case, the City Attorney may retain outside counsel at the City's expense. (Oakland City Charter section 401.)

Any member of the OAB JOC may consult informally with any attorney assigned to the OAB JOC on any matter related to OAB JOC business. However, a request from an OAB JOC member for assistance from the OAB JOC's assigned attorney requiring significant legal research, a substantial amount of time and attention or a written response, may be made only through the OAB JOC Chairperson or by a majority vote of the OAB JOC.

3) Commission Staff

OAB JOC members may consult staff informally, but any request for substantial assistance or a written report must be authorized by a majority vote of the OAB JOC as a whole.

4) Custodian of Records

Pursuant to section 20.020.240 of the Sunshine Ordinance, the OAB JOC shall maintain a public records file that is accessible to the public during normal business hours. The City Clerk shall be the official custodian of these public records, which shall be maintained in the manner consistent with records kept by the City Clerk on behalf of all other standing Commissions. In addition, the City Administrator, or designee, shall maintain, on behalf of the OAB JOC, a set of public records.

A designated member of City staff shall act as Custodian of Records to the OAB JOC. The Custodian of Records shall keep the records of the OAB JOC, shall record all votes, and shall prepare minutes and keep a record of the meetings in a journal of the proceedings.

ARTICLE V
Committees

1) Implementation Committees

The OAB JOC may elect, by majority vote, to engage the Implementation Committees described in that certain Cooperation Agreement dated December 20, 2012, for advice and assistance in performance of investigative functions and negotiation of compliance plans in relation to the OAB Construction and Operation Jobs Policies.

2) Ad Hoc Committees

The Chairperson, at his or her discretion, may establish ad hoc committees to perform specific tasks. The ad hoc committee shall dissolve when the task is completed and the final report is given.

ARTICLE VI
Meetings

3) Quorum

A quorum shall consist of more than half of OAB JOC body with a minimum representation of one (1) member from each group that comprises the OAB JOC as defined in the ordinance establishing the OAB JOC (Ordinance No. 13140 C.M.S). A quorum shall be called for prior to any official business being conducted at the meeting. If there is no quorum at that time, no official action may be taken at that meeting. In the event that a quorum is not established within thirty (30) minutes of the noticed start time of the meeting, the Chairperson, in his or her discretion, may cancel the meeting.

In the event that quorum is not established for a scheduled informational meeting with no action items on the agenda, the Chairperson, at his or her discretion, may allow the meeting to make place or may cancel the meeting. Official action may not be taken without quorum.

4) Voting

Each member of the OAB JOC shall have one vote. A motion shall be passed or defeated by a simple majority of those members voting at a meeting where a quorum has been established.

5) Public Input

(a) Public Input On Agendized Items

At every regular meeting, members of the public shall have an opportunity to address the OAB JOC on matters within the OAB JOC's subject matter jurisdiction. Public input and comment on matters on the agenda, as well as public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment; provided, however, that the OAB JOC may direct that public input and comment on matters on the agenda be heard when the matter regularly comes up on the agenda.

The Chairperson may limit the total amount of time allocated for public discussion on particular issues and/or the time allocated for each individual speaker.

(b) Public Input On Non-Agendized Items (Open Forum)

Matters brought before the OAB JOC at a regular meeting which were not placed on the agenda of the meeting shall not be acted upon or discussed by the OAB JOC at that meeting unless action or discussion on such matters is permissible pursuant to the Brown Act and the Sunshine Ordinance. Those non-agenda items brought before the OAB JOC which the OAB JOC determines will require consideration and action and where action at that meeting is not so authorized shall be placed on the agenda for the next regular meeting.

(c) Identification of Speaker

Persons addressing the OAB JOC shall state their names and the organization they are representing, if any. They shall confine their remarks to the subject under discussion, unless they are speaking during the Open Forum portion of the Agenda.

6) Regular Meetings

The OAB JOC shall meet regularly on the third Thursday of each month, at the hour of 6:00pm, in Oakland, California. In the event that the regular meeting date shall be a legal holiday, then any such regular meeting shall be held on the next business day thereafter that is not a legal holiday. A notice, agenda and other necessary documents shall be delivered to the members, personally or by mail, at least seventy-two (72) hours prior to the meeting.

7) Notice and Conduct of Regular Meetings

Notices and agendas of all regular OAB JOC meetings requiring notice shall be posted in the City Clerk's Office and on an exterior bulletin board accessible twenty-four (24) hours a day. Notice of regular meetings shall be posted at least seventy-two (72) hours before the meeting. Action may only be taken on items that comply with the notice provisions of the Sunshine Ordinance and the Brown Act.

8) Attendance Standards

In the event that a member misses three (3) regular meetings in any one-year period except on account of illness or by permission of the OAB JOC Chairperson, shall constitute cause for removal.

9) Minutes

Minutes shall be taken at every OAB JOC meeting. Minutes shall be prepared in writing by the Custodian of Records. Copies of the minutes of each OAB JOC meeting shall be made available to each member of the OAB JOC and the City. Approved minutes shall be filed in the official book of minutes of the OAB JOC.

ARTICLE VII
Agenda Requirements

1) Agenda Preparation

The agenda is prepared through the joint effort of the Chairperson and Commission Staff. For a proposed agenda to become the official agenda for a meeting, it must be adopted by the OAB JOC at the outset of the meeting. Any member of the OAB JOC shall be permitted to amend the agenda at the time that the agenda is presented for adoption, by adding any item that the member desires to add, or by proposing any other change.

The agenda shall contain a meaningful description of each item to be transacted or discussed at the OAB JOC meeting so that a person can reasonably determine if his or her interests may be affected by the item.

ARTICLE VIII
Parliamentary Authority

1) Rosenberg's Rules of Order

The business of the OAB JOC shall be conducted, to the extent possible, in accordance with parliamentary rules as contained in Rosenberg's Rules of Order, except as modified by these rules and in accordance with State open meeting laws and local open meeting laws, including the Oakland Sunshine Ordinance.

2) Representation of the Planning and Oversight Committee

Any official representations on behalf of the OAB JOC before the City Council or any other public body shall be made by a member of the OAB JOC specifically so designated by majority vote of the OAB JOC.

ARTICLE IV
Amendment of Bylaws

The OAB JOC may adopt bylaws amendments at any regular meeting of the OAB JOC by vote of two-thirds of the members present; provided such proposed amendments are circulated in writing to all OAB JOC members at least ten (10) days prior to such meeting, and ten (10) days' public notice shall be posted.

OAKLAND ARMY BASE WORK FORCE REPORT

DRAFT COPY

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
		50% Goal	20% Goal	25% Goal	No Goal		
Advanced Pipeline Services							
	LABORER AND RELATED CLASSIFICATIONS	320.50	0.00	0	0	0	0
	Sub Total	320.50	0.00	0	0	0	0
	Percentage of Oakland Sub Total Hours		0.00%	0.00%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
		50% Goal	20% Goal	25% Goal	No Goal		
ALARCON BOHM CORP							
	LABORER AND RELATED CLASSIFICATIONS	7,368.50	5,589.25	1910.75	964.25	1470.75	192
	Sub Total	7,368.50	5,589.25	1910.75	964.25	1470.75	192
	Percentage of Oakland Sub Total Hours		75.85%	25.93%	50.46%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
		50% Goal	20% Goal	25% Goal	No Goal		
Aliquot Associates, Inc.							
	FIELD SURVEYOR	396.00	158.50	66	16	16	0
	Sub Total	396.00	158.50	66	16	16	0
	Percentage of Oakland Sub Total Hours		40.03%	16.67%	24.24%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
		50% Goal	20% Goal	25% Goal	No Goal		
Berlogar Stevens & Associates Inc							
	BUILDING / CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER	838.50	0.00	0	0	0	0
	Sub Total	838.50	0.00	0	0	0	0
	Percentage of Oakland Sub Total Hours		0.00%	0.00%	0.00%		
	Percentage of Completion:						

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
D - LINE CONSTRUCTORS							
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	409.50	266.50	110.5	0	110.5	0
	Sub Total	409.50	266.50	110.5	0	110.5	0
	Percentage of Oakland Sub Total Hours		65.08%	26.98%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
De Kay Demolition & Clearing							
	LABORER AND RELATED CLASSIFICATIONS	485.00	318.00	158	0	158	0
	Operating Engineer (Landscape Construction)	526.00	248.50	0	0	0	0
	Sub Total	1,011.00	566.50	158	0	158	0
	Percentage of Oakland Sub Total Hours		56.03%	15.63%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
DEKAY DEMOLITION AND CLEARING, INC							
	LABORER AND RELATED CLASSIFICATIONS	514.00	397.00	220	220	220	12
	LANDSCAPE MAINTENANCE LABORER	171.00	102.50	0	0	0	0
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	234.00	234.00	234	234	234	0
	Operating Engineer (Landscape Construction)	535.00	48.00	0	0	0	0
	Sub Total	1,454.00	781.50	454	454	454	12
	Percentage of Oakland Sub Total Hours		53.75%	31.22%	100.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
Dillard Environmental Services							
	LABORER AND RELATED CLASSIFICATIONS	346.25	0.00	0	0	0	0

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
Dillard Environmental Services							
	TEAMSTER	333.00	0.00	0	0	0	0
	Sub Total	679.25	0.00	0	0	0	0
	Percentage of Oakland Sub Total Hours		0.00%	0.00%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
Flatiron West, Inc.							
	LABORER AND RELATED CLASSIFICATIONS	855.00	315.00	0	0	0	0
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	870.00	194.00	138	130	130	0
	Operating Engineer (Landscape Construction)	106.00	0.00	0	0	0	0
	Sub Total	1,831.00	509.00	138	130	130	0
	Percentage of Oakland Sub Total Hours		27.80%	7.54%	94.20%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
FOCON, INC.							
	LABORER AND RELATED CLASSIFICATIONS	582.00	534.00	48	0	0	242
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	246.00	246.00	0	0	0	0
	Sub Total	828.00	780.00	48	0	0	242
	Percentage of Oakland Sub Total Hours		94.20%	5.80%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
FONSECA MCELROY GRINDING CO, INC							
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	32.00	0.00	0	0	0	0

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
			50% Goal	20% Goal	25% Goal	No Goal	

FONSECA MCELROY GRINDING CO, INC

Sub Total	32.00	0.00	0	0	0	0	0
Percentage of Oakland Sub Total Hours		0.00%	0.00%	0.00%			
Percentage of Completion:							

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
			50% Goal	20% Goal	25% Goal	No Goal	

GALLAGHER & BURK, INC.

LABORER AND RELATED CLASSIFICATIONS	384.00	378.00	137	0	137	81	
OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	776.50	411.00	210.5	0	170	0	
Sub Total	1,160.50	789.00	347.5	0	307	81	
Percentage of Oakland Sub Total Hours		67.99%	29.94%	0.00%			
Percentage of Completion:							

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
			50% Goal	20% Goal	25% Goal	No Goal	

Goodfellow Top Grade Construction- Roads (Oakland Army Base project)

LABORER AND RELATED CLASSIFICATIONS	4,919.00	4,090.50	542.5	542.5	542.5	371.5	
OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	5,499.50	2,525.00	1205.5	1068.5	1068.5	504	
TEAMSTER	151.50	0.00	0	0	0	0	
Sub Total	10,570.00	6,615.50	1748	1611	1611	875.5	
Percentage of Oakland Sub Total Hours		62.59%	16.54%	92.16%			
Percentage of Completion:							

Contractor Name	Craft	Total Employee Hours	All Oakland Hours	All Apprentice Hours	Oakland Disadvantaged Hours	Oakland Apprentice Hours	West Oakland Hours
			50% Goal	20% Goal	25% Goal	No Goal	

HB Wick Drains a Division of Hayward Baker, Inc

OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	756.00	171.00	258	0	0	0
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OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
HB Wick Drains a Division of Hayward Baker, Inc							
	Sub Total	756.00	171.00	258	0	0	0
	Percentage of Oakland Sub Total Hours		22.62%	34.13%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
HOTLINE CONSTRUCTION, INC.							
	Electrical Utility Lineman	2,270.00	0.00	242	0	0	0
	Sub Total	2,270.00	0.00	242	0	0	0
	Percentage of Oakland Sub Total Hours		0.00%	10.66%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
INNOVATIVE CONSTRUCTION SOLUTIONS-NORCAL							
	LABORER AND RELATED CLASSIFICATIONS	143.50	143.50	0	0	0	0
	Operating Engineer (Landscape Construction)	94.00	94.00	0	0	0	0
	Sub Total	237.50	237.50	0	0	0	0
	Percentage of Oakland Sub Total Hours		100.00%	0.00%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
MORROW MEADOWS							
	ELECTRICIAN	6,061.00	3,101.50	1143	1143	1143	510
	Sub Total	6,061.00	3,101.50	1143	1143	1143	510
	Percentage of Oakland Sub Total Hours		51.17%	18.86%	100.00%		
	Percentage of Completion:						

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
Mountain Cascade, Inc							
	LABORER AND RELATED CLASSIFICATIONS	158.00	158.00	0	0	0	0
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	105.00	46.50	46.5	0	46.5	0
	TEAMSTER	36.25	0.00	0	0	0	0
	Sub Total	299.25	204.50	46.5	0	46.5	0
	Percentage of Oakland Sub Total Hours		68.34%	15.54%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
NCM Contracting Group LP							
	Asbestos Removal Worker (Laborer)	4,048.00	2,974.00	0	0	0	0
	LABORER AND RELATED CLASSIFICATIONS	3,238.00	786.00	120	120	120	60
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	160.00	0.00	0	0	0	0
	Sub Total	7,446.00	3,760.00	120	120	120	60
	Percentage of Oakland Sub Total Hours		50.50%	1.61%	100.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
RAY'S ELECTRIC							
	ELECTRICIAN	32.00	32.00	0	0	0	0
	LABORER AND RELATED CLASSIFICATIONS	501.00	291.00	113.5	113.5	113.5	0
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	120.00	120.00	0	0	0	0
	Sub Total	653.00	443.00	113.5	113.5	113.5	0
	Percentage of Oakland Sub Total Hours		67.84%	17.38%	100.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
Selby's Soil Erosion Control Co. Inc							

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
Selby's Soil Erosion Control Co. Inc							
	LABORER AND RELATED CLASSIFICATIONS	5.00	0.00	0	0	0	0
	Sub Total	5.00	0.00	0	0	0	0
	Percentage of Oakland Sub Total Hours		0.00%	0.00%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
TALUS CONSTRUCTION INC.							
	LABORER AND RELATED CLASSIFICATIONS	61.50	6.00	6	6	6	0
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	33.50	6.00	0	0	0	0
	Operating Engineer (Landscape Construction)	14.00	0.00	0	0	0	0
	Sub Total	109.00	12.00	6	6	6	0
	Percentage of Oakland Sub Total Hours		11.01%	5.50%	100.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
Talus Construction, Inc (Oakland Army Base-Morrow Meadows only)							
	LABORER AND RELATED CLASSIFICATIONS	1,311.50	383.50	400.5	229.5	383.5	0
	OPERATING ENGINEER (HEAVY & HIGHWAY WORK)	461.50	217.00	40	40	40	0
	Operating Engineer (Landscape Construction)	298.50	0.00	0	0	0	0
	Sub Total	2,071.50	600.50	440.5	269.5	423.5	0
	Percentage of Oakland Sub Total Hours		28.99%	21.26%	61.18%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
TAP MASTER, INC.							

OAKLAND ARMY BASE WORK FORCE REPORT

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
TAP MASTER, INC.							
	PLUMBER	26.00	0.00	0	0	0	0
	Sub Total	26.00	0.00	0	0	0	0
	Percentage of Oakland Sub Total Hours		0.00%	0.00%	0.00%		
	Percentage of Completion:						

Contractor Name	Craft	Total Employee Hours	All Oakland Hours 50% Goal	All Apprentice Hours 20% Goal	Oakland Disadvantaged Hours 25% Goal	Oakland Apprentice Hours No Goal	West Oakland Hours
TURNER CONSTRUCTION COMPANY							
	CARPENTER AND RELATED TRADES	264.00	264.00	0	0	0	0
	LABORER AND RELATED CLASSIFICATIONS	1,352.00	678.00	678	678	678	0
	Sub Total	1,616.00	942.00	678	678	678	0
	Percentage of Oakland Sub Total Hours		58.29%	41.96%	100.00%		
	Percentage of Completion:						
	Total Hours	48,449.00	25,527.75	8,028.25	5,505.25	6,787.75	1,972.50
	Percentage of Oakland Hours		52.69%	16.57%	68.57%		4.07%

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	1,114.50	0.00 0.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
CARPENTER AND RELATED TRADES	264.00	264.00 100.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
Electrical Utility Lineman	2,318.00	0.00 0.00%	242.00 10.44%	0.00 0.00%	0.00 0.00%
ELECTRICIAN	6,578.00	3,301.50 50.19%	1,151.00 17.50%	1,151.00 100.00%	1,151.00 17.50%
FIELD SURVEYOR	451.00	199.50 44.24%	77.00 17.07%	27.00 35.06%	27.00 5.99%
LABORER AND RELATED CLASSIFICATIONS	28,336.25	17,912.75 63.21%	5,791.25 20.44%	3,443.50 59.46%	4,803.25 16.95%
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)	13,195.00	5,887.00 44.62%	3,468.00 26.28%	1,738.00 50.12%	2,434.50 18.45%
Operating Engineer (Landscape Construction)	1,676.50	439.00 26.19%	0.00 0.00%	0.00 0.00%	0.00 0.00%
PLUMBER	26.00	0.00 0.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
TEAMSTER	769.25	0.00 0.00%	0.00 0.00%	0.00 0.00%	0.00 0.00%
Grand Total	58,947.50	31,080.25 52.73%	10,729.25 18.20%	6,359.50 59.27%	8,415.75 14.28%

All Employee Wages \$1,990,311.95

Oakland Wages and Percentage \$931,389.55 46.80%

Oakland Disadvantaged Wages and Percentage \$237,671.15 11.94%

Trade Workshops

Apprenticeship Workshop (Roofers)	8
Carpenters Workshop	15
Operating Engineers Workshop	21
Laborers Workshop	14
Electricians Workshop	24
Nelson Staffing Workshop	20
Bayworks Workshop	9
Plumbers Workshop	7

OAB Job Requests

Contractor	Date		Filled?
Alarcon Bohm	3/4	Construction Laborer - JM and Apprentice	Yes
Gallagher Burke	3/6	Operating Engineer/GPS Finish - Journeyman	No
Gallagher Burke	3/11	Operating Engineer - Wirtgen Grinder - JM	No
Hayward Baker	3/11	Operating Engineer/GPS Finish - Journeyman	No
Hayward Baker	3/28	Operating Engineer Journeyman CAT 375 or Hy	No
Hayward Baker	4/11	Operating Engineer/Apprentice Wick Cutter	No

April 2014 WOJRC Report

Monthly Breakdown

Activities	Month	AA	HISP	CAU	ASIAN	OTR	DNS	Male	Female	Re-Ent	94607
Attended orientation	24	23				1		20	4	14	2
Screened	13	12				1		11	2	6	2
Referred to services	5	5						4	1		1
Referred to pre-apprenticeship	2	3						2		2	
Referred to apprenticeship	6	5				1		4	2	3	1
Placed in employment	4	3		1				4			
Walk-Ins	2	2						2			
Plumbers Orientation Workshop	7	6	1					6	1	3	

Employers	Placements
Peck & Hiller (City Project)	1
Talus Construction (non-OAB)	1
Nelson Staffing	1
CORE	1

Referral Organizations	
Center for Employment Opportunities	1
Construction Labor Pool	1
Laney College	1
PIC Career Center	1
Rising Sun Energy	2

NARRATIVE: Held recruitment for Plumber's Apprenticeship Programs accepting applications in April. Also started our Test Preparation Class.

Apprenticeship Referrals:
Carpenters
Glaziers
Ironworkers
Landscaper/Utility Fitter
Plumbers & Pipefitters
Scaffold Erectors
Sprinklerfitters

Contractor Assistance Summary: Staff attended weekly subcontractor meetings at the OAB Project; assisted Morrow Meadows with their subcontractor Hotline Construction around Oakland Local Hire Policy; assisted Hayward Baker with Job Request for Oakland residents; verified economically disadvantaged workers for D-Line Construction; met with Alarcon Bohm on site to check on Oakland workers.

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

	Total	AA%	HISP%	GAU%	ASIAN%	OTR%	DNS%	Male%	Female%	Re-Entry%	94607%
Attended orientation	596	77%	6%	4%	2%	1%	9%	79%	20%	26%	19%
Screened	291	86%	7%	4%	1%	1%	0%	81%	19%	27%	14%
Referred to services	51	92%	4%	2%	0%	0%	2%	80%	20%	43%	24%
Referred to pre-apprenticeship	19	79%	11%	5%	0%	5%	0%	79%	21%	26%	11%
Referred to apprenticeship	79	85%	9%	3%	3%	1%	0%	85%	14%	29%	11%
Placed in employment	61	80%	7%	10%	3%	0%	0%	79%	21%	23%	21%
Walk-Ins	22	45%	5%					32%	9%	14%	5%

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	1
Webcor Builders	1
Golden State Cont.	1
Cahill Construction	1
NorCal Scaffolding Co.	1
Annings Johnson Co.	1
Charlie B. Global Cons, Diamond Fence - MAPLA	1
Peck & Hiller - City	1
Talus Cons. Non-OAB	1
TTGFI JV - OAB	3
Alarcon/Bohm - OAB	1
DeKay Demolition - OAB	2
Turner - OAB	1
Talus Construction - OAB	1
Charlie B. Global Cons,	1
TOTAL	33

Non-construction Employers	
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
TOTAL	28

Referrals	
Re-entry Resources	11
Center for Employment Opportu	1
Transitional Employment Service	30
Construction Labor Pool	1
Educational Resources	10
Training Resources	16
Rising Sun Energy	1
Laney College	1
PIC	1
Social Services	4
Medical Assistance	1
Veteran's Assistance	2

Oakland's Community Jobs Oversight Commission

To Mayor Jean Quan,

My name is Mark Henderson and I am writing this letter to be considered as a Commission Member for the Community Jobs Oversight Commission. I have long had an interest in as well much of my experience has been in workforce policies as well as employment & training sector and being raised in Oakland and attending many of schools in currently working for the City of Oakland I always wanted to utilize my talents and find a way to give back to this city.

I have nearly twenty years of experience in policy, program administration, youth leadership development, contract compliance and workforce development, this experience would be valuable when it comes to program/measure oversight. Currently I am a Program Analyst II for Oakland Unite Violence Prevention Programs in the City of Oakland's Department of Human Services. Oakland Unite programs are funded by local Measure Y dollars along with leveraged federal and state grants. As you know these funded programs provide an array of intensive services to youth and young adults most likely to be involved in violence, building on positive assets and resilience in individuals, families and communities. My prior job experience includes key roles in youth reentry, employment and education for the City of Oakland, Youth Employment Partnership Inc., Oakland Private Industry Council, and Southern Nevada Community Colleges. Lastly I hold a Masters in Organizational Management and a Bachelor of Arts in Radio TV and Film. From my above mentioned experience I feel I would be a perfect fit in helping to provide governance to this measure.

As I understand it, The Community Jobs Oversight Commission will oversee all faucets of employment opportunities that will exist during the redevelopment of the Oakland Army base and is a board I thought might be most in lined with my experience and interest. Apart of my inquiry is to see if there currently any vacant appointments available. If so I wanted to find out the best way to inquire about possible vacant seats on this board. Thank you for taking the time to read my letter of interest.

MARK HENDERSON

213 Yellow Rose Circle
Oakley, CA 94561

925-679-8226/ cell 510-432-6297 marksvilla@yahoo.com

WORK EXPERIENCE

11/2006-PRESENT: **City of Oakland**; Oakland, CA

- **Program Analyst II:** Monitor Measure Y Employment and Training Contractors to ensure contract compliance with City of Oakland contracts. Helped develop and review request for proposals. Conduct site visits to Measure Y contractors' events and activities to ensure quality and effectiveness of programs. Analyze submitted quarterly progress reports from Measure Y contractors and perform need assessments as necessary. Troubleshoot problem areas that may arise with Measure Y contractors while supporting grantees to achieve maximum success. Submit various reports on contractors' activities to City Council and other governing bodies, including recommendations for Measure Y contractors future funding. Support all Measure Y activities while relaying all relevant information to CEDA/ Workforce Development Unit. Act as a liaison for the City of Oakland with outside agencies and Community Based Organization as it relates to the Employment and Training of Oakland residents. Attend and facilitate Community meetings relating activities observed and discussed to DHS/CEDA unit. Make public presentations on topics pertaining to City interest as well as preparing written material for public distribution. Oversee and monitor implementation of new employment and training programs and provide and facilitate technical assistance as needed.

- **Interim Manager Oakland United Violence Prevention Manager:
(7/2013-3/2014)**

Direct, manage, and implement a variety of social services and public assistance programs related to children, youth, aging and adult services; ensure quality service delivery, compliance with federal, state, and local regulations, and thorough recordkeeping for program monitoring and evaluation purposes. Develop and direct the implementation of short-term and long-term goals, objectives, policies, procedures and work standards for a division that meet the needs of the affected population; coordinate the work of a division with outside agencies, consultants and vendors. Convey program successes and needs; coordinate with and direct staff to foster outreach and awareness of available programs and services in the community. Plan the work of the division, exchange information and ensure consistency of departmental policy in the area to which assigned. Direct the selection, supervision, and evaluation of assigned staff; plan and implement staff training and development to enhance program effectiveness. Respond verbally or in writing to questions and complaints from citizens; make decisions regarding program eligibility; provide technical assistance to and collaborate with non-profit and for-profit organizations who work with client program recipients.

11/1993 – 4/1999 & 5/2003 – 11/2006: **Youth Employment Partnership, Inc.**; Oakland, CA

- **Director of Training Programs:** Responsible for all program training coordination, oversight of all Workforce Services Programs including supervision of counseling staff and administration.
- **Senior Work Experience Counselor:** Lead staff person in supervision and monitoring of clients participation and progress in YEP's various training programs; provided case management, job development, taught work readiness

workshops and provided follow-up. Adhered to Workforce Investment Act rules and regulations

- ***Director and Counselor for the following Workforce Services Programs:***
 - Team Oakland Program: an environmental education and job training program
 - Deconstruction Program: a welfare-to-work program that trained young adults in construction and demolition by dismantling warehouse buildings at the Port of Oakland, recycling materials and diverting tons of lumber waste from landfills.
 - YouthBuild: a construction skills training program that builds housing for low-income families.
 - Career Try-Out: a summer internship program for high school students.

1/2002 – 4/2003: **Southern Nevada Community College**; Las Vegas, NV

- ***Instructor:*** Taught beginning and intermediate ESL to multi-cultural students and GED preparation classes to adult students.

11/1999 – 6/2002: **S.T. Gregg & Associates**; Las Vegas, NV

- ***Case Manager/Education Coordinator:*** Coordinated the delivery of support services for adults and seniors in conjunction with Nevada State Welfare job retention program. Responsible for all eligibility documentation for program participants. Developed contacts/worksites with various employers. Coordinated education services including implementation of a GED lab and ESL class for program participants

3/1992 – 9/1993: **Oakland Private Industry Council**; Oakland, CA

- ***Eligibility Technician/Program Monitor:*** Responsible for certifying youth's eligibility for a government funded Summer Youth Employment and Training Program (SYETP) and The Mayors Summer Job Program, consisting of 1500 participants; monitored contractors to assure contract compliance and adherence to federal regulations.

EDUCATION

- University of Phoenix, Las Vegas, NV; MA Organizational Management, 2001
- San Jose State University, San Jose, CA; BA Radio, Television & Film/Minor, African-American Studies, 1995
- Laney College, Oakland, CA; AA Radio, TV, 1992

Prior to receipt of the Notice to Proceed (NTP), the developer or contractor and Contract Compliance & Employment Services staff together will create a project-specific plan to comply with the LEP goals on a craft-by-craft basis for all work forces and for planned new hires. The project-specific plan will recognize the lawful hiring hall rules of the union hiring halls where applicable. The Anticipated Project Workforce Form may be used in the development of a project specific compliance plan.

Winning Compliance

The Developer or Contractor must meet or exceed the 50% work force and new hire requirements in order for the following program criteria to apply:

Exemptions

Hours of work performed by employees of a subcontractor on a LEP-covered project may not be assessed against the Contractor's LEP goals, if the subcontract will be:

1. Performed by an Owner Operator;
2. Performed in less than 40 hours;
3. The Subcontractor's core work force includes 50% Oakland employees, and no additional employees will be hired; or
4. No more than two craft persons are required to perform the work of the subcontract, the Subcontractor hires no new employee to perform the work and the Subcontractor is a Small Business within the meaning of City policies.

When the Contractor has taken the steps and an Oakland resident is not available the City shall issue an exemption.

Conditional Exemptions

The Developer or Contractor's project manager must submit a request for conditional exemption to the Contract Compliance & Employment Service staff. They must determine whether to grant the exemption prior to issuance of the contract. The request is reviewed based on conditions (cited by Developer or project manager) that make compliance unfeasible. Examples of such conditions include but are not limited to:

1. Permanent core workforce performs short-term (five days) work.
2. Intermittent service by one trade throughout the life of the project
3. Overall project time is under three months.
4. Owner Operator performs the work.

If circumstances arise subsequent to the issuance of a contract, the results of which the Contractor believes will prevent attaining the local-hire goals, the contractor will immediately notify the Local Employment Services staff by requesting a conditional exemption. Staff shall meet with the applicant as necessary and issue a decision within five days, including a determination as to any retroactive liability for failure to achieve the goals for work undertaken prior to the application for such a conditional exemption.

PART IV - A: LOCAL CONSTRUCTION EMPLOYMENT REFERRAL PROGRAM (LCERP)

The Local Construction Employment Referral Program is a one-stop employment service for Oakland residents. The on site Job Developer evaluates the skill levels of Oakland residents seeking work as skilled or un-skilled workers on construction projects. Names, contact information and skill levels are maintained in a LCERP Data Bank. In order to satisfy the fifty percent (50%) new hire goal when employment vacancies occur on a job site, each contractor must follow the steps outlined below.

Referrals and Dispatching Oakland Residents

For Open Shop - in the absence of a collective bargaining agreement the Contractor shall:

- a. Contact the City to request a referral from the Local Construction Employment Referral database; and
- b. Submit a completed "Job Request & Referral Form" by fax or e-mail;
- c. City staff will refer an Oakland resident (matching the qualifications identified by the contractor on the Job Request & Referral form) to the Contractor within three business days.

For Union Shop - contractors working under a collective bargaining agreement shall:

- a. Contact local union hall to request an Oakland resident; and
- b. If an Oakland resident is not available for dispatch, contact CC&ES to request a referral from the Local Construction Employment Referral data bank; and
- c. Submit a completed "Job Request & Referral Form" by fax or e-mail to CC&ES.
- d. The CC&ES will refer an Oakland resident (matching the qualifications defined by the contractor) to the local union hall and that resident will be dispatched within three business days in accordance with the lawful hiring hall rules of the Union.

Unavailability Exemption (applicable to both union shop and open shop requests)

When the Contractor has taken the steps above and an Oakland resident is not available, the City shall issue a limited exemption. Unavailability exemptions will be issued in maximum increments of 160 hours per worker request.

Incentives and Penalties

Incentives (credit or banking of hours)

To encourage long-term retention and early hiring of Oakland residents as employees of contractors doing business in Oakland, the City will give a contractor credit towards the LEP goals when the contractor employs craft persons, superintendents, and foremen that are Oakland residents. Banked or credited hours may only be applied toward meeting 50% of the LEP requirement. Contractors may receive credit for hours performed by these Oakland-resident employees in the following circumstances:

1. When a contractor exceeds the LEP workforce hour goal on an existing project, those surplus hours will be banked for application on a subsequent City project.

"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

Work Hours performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the percentage requirements of Section III.C.1 and III.C.2). Notwithstanding the above, if, for any calendar year, the percentage of Project Work Hours worked by residents of states other than the State of California exceeds thirty percent (30%) of Project Work Hours in such calendar year, then for all subsequent years of work on the Project, the first sentence of this Section IV.G. shall not apply, and the requirements of Section III.B (with respect to the hiring of Residents and Disadvantaged Workers), and the percentage requirements of Sections III.C.1 or III.C.2, shall be applicable to all Project Work Hours, including those performed by residents of states other than the State of California.

H. Material Term. This Policy is a material term of any contract into which it is incorporated.

I. Severability. If any of the provisions of this Policy are held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, that holding shall in no way affect, impair, or invalidate any of the other provisions of this Policy. If this Policy's Resident qualification is deemed invalid by final decision of a court of competent jurisdiction, then "Resident" shall mean an individual domiciled in the City 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 on the LDDA Execution Date.

J. Applicable Law and Compliance with Law. This Policy shall be governed by and construed in accordance with the laws of the State of California and the United States and shall be enforced only to the extent that it is consistent with those laws. Parties who have agreed to comply with this Policy agree: (i) that their understanding is that all terms of this Policy are consistent with federal, state, and local law; and (ii) that this Policy shall be reasonably interpreted so as to comply with any conflicting law.

K. Successors and Assigns. This Policy shall be binding upon and inure to the benefit of successors and assigns of any party to a contract incorporating this Policy. References in this Policy to any entity shall be deemed to apply to any successor of that entity.

L. Warranties and Representation. Each party to a contract incorporating this Policy agrees not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Policy in any judicial action or arbitration proceeding; has had the opportunity to be consult counsel regarding terms of this Policy, and has agreed to such terms voluntarily as a condition of entering into a contract that incorporates this Policy. This Policy shall not be strictly construed against any entity, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Policy.