

**COOPERATION AGREEMENT AMONG THE CITY OF OAKLAND, ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL, ALAMEDA COUNTY CENTRAL LABOR COUNCIL, AND SPECIFIED OAKLAND COMMUNITY-BASED ORGANIZATIONS REGARDING THE OAKLAND ARMY BASE PROJECT**

This Cooperation Agreement (“Agreement”) dated this 20th day of December, 2012 (“Effective Date”), is by and among the CITY OF OAKLAND, a California municipal corporation (“City”); the ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL (“Building Trades Council”); the CENTRAL LABOR COUNCIL OF ALAMEDA COUNTY; PEOPLE UNITED FOR A BETTER LIFE IN OAKLAND; WEST OAKLAND ENVIRONMENTAL INDICATORS PROJECT; EAST BAY ALLIANCE FOR A SUSTAINABLE ECONOMY; ACCE INSTITUTE; OAKLAND COMMUNITY ORGANIZATIONS; INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL 6; INTERNATIONAL ASSOCIATIONS OF MACHINISTS AND AEROSPACE WORKERS, LOCAL 1546; TEAMSTERS JOINT COUNCIL 7 (together, the “Parties”).

**RECITALS**

A. The City is working to advance development of the former Oakland Army Base site, and has entered into an Exclusive Negotiating Agreement (“ENA”) with developers Prologis and California Capital and Investment Group (“Developers”) for the development of the project on the Oakland Army Base that is the subject of the ENA.

B. The parties to this Agreement other than the City (together, “Community Parties”) wish to secure the commitment of the City as to the number and nature of jobs created by the construction and operations phases of the Army Base project(s), and as to workforce development in West Oakland.

C. The City wishes to provide a strong slate of benefits and opportunities for West Oakland and the wider Oakland community by way of the Project, and it wishes to secure the support of the Community Parties for the Project.

The Parties hereby agree as follows:

**I. DEFINITIONS**

As used in this Agreement, the following capitalized terms will have the following meanings. All definitions include both the singular and plural form.

“ENA” will mean the Exclusive Negotiating Agreement dated January 22, 2010 by and between the City of Oakland Redevelopment Agency and Developers, and relating to development of Agency-owned land within the former Oakland Army Base.

“Agreement” will mean this Cooperation Agreement, including all attachments.

“City” will mean the City of Oakland, California.

“Construction Jobs Policies” will mean Attachments A and B to this Agreement.

“Contractor” will mean any entity employing individuals to perform Project Work, including contractors and subcontractors of any tier, and any entity with a prime contract or construction management contract for performance of Project Work.

“Community Parties” is defined in Recital B.

“Developers” is defined in Recital A.

“ENA” is defined in Recital A.

“Effective Date” will mean the date set forth in the introductory paragraph.

“Employer” will have the meaning set forth in the Operations Jobs Policies.

“LDDA” will mean the Lease Disposition and Development Agreement entered into by City and Developers respecting the development of the Project.

“On-Site Job” will have the meaning set forth in the Operations Jobs Policies.

“Operations Jobs Policies” will mean Attachments C and D to this Agreement.

“Project” will mean development of the Oakland Army Base as specifically described in Attachments 6 (describing the public improvements) and 7 (describing the private improvements) to the LDDA between the City and Developers as of the effective date of the LDDA.

“Project Approval” shall mean any approval by any government agency required for the Project to become operational, and that will be reviewed by a government body prior to the first point in time at which at least fifty percent of the warehouse facilities located on the Project Site are under lease or have become operational.

“Project PLA” will mean a project labor agreement or project stabilization agreement covering Project Work.

“Project Site” will mean the parcels depicted in Exhibit A of the ENA.

“Project Work” will mean construction work performed on the Project Site.

“Successor” will mean successors in interest, transferees, assigns, agents, and representatives.

## **II. CITY RESPONSIBILITIES.**

**A. Capacity Study.** Within three (3) months of the Effective Date, City will commence or cause to be commenced a capacity study of the skills, needs, and demographics of the existing, trained workforce in Oakland and West Oakland.

**B. Inclusion of Terms in LDDA.** The City will include the Construction Jobs Policies attached as Attachment A hereto and the Operations Jobs Policies attached as Attachment B hereto (together, the “Policies”), in substantially the same form and content as those attached, as material terms of the LDDA. The City will include, as material terms of the LDDA, provisions requiring Developers and their Successors to (i) comply with the Policies, and (ii) ensure inclusion of the Policies as material terms in all contracts under which any On-Site Jobs will be performed. The City will require any development entity that participates in the Project to ensure inclusion of the Policies as material terms in all contracts under which any On-Site Jobs will be performed. At least four (4) weeks prior to initial consideration by a public body of amendments to the Policies or to terms of the LDDA that directly relate to or limit the application or enforcement of the Policies, the City will provide the proposed amendments to the Community Parties and the Oversight Commission for review. The City will require Developers to notify the City immediately upon entering into any lease agreement for any facility on the Project Site.

**C. Labor Peace.** In order to protect the City's interest in prompt completion of publicly funded infrastructure, and to implement the Construction Jobs Policies, the City shall negotiate and enter into a Project Labor Agreement (PLA) with the Building Trades Council covering the publicly funded infrastructure phases of this project, with contractors and subcontractors to perform work under terms of such PLA, and such PLA to be consistent with and facilitate compliance with the Construction Jobs Policies. The City will also include terms in the LDDA requiring Developers to make commercially reasonable efforts to enter into a PLA for vertical construction portions of Project, with all contractors and subcontractors to perform work under terms of such PLA, and such PLA to be consistent with and facilitate compliance with the Construction Jobs Policies. The City understands the term "commercially reasonable efforts" in this context to mean that Developers would execute a PLA that is generally consistent with the area standard agreements between other developers or contractors and the Alameda County Building and Construction Trades Council.

**D. Jobs Center.**

**1. Establishment.** Without committing any City funds, the City will, with the assistance of the Community Parties as described in Section III, take the following steps to establish a "Jobs Center" in West Oakland:

- i. Not later than February 15, 2013, the City will finalize the Scope of Work and selection criteria of an operator of the Jobs Center;
- ii. Not later than March 15, 2013, the City will release an RFP for an operator of the Jobs Center;
- iii. Not later than July 15, 2013, the City will select an operator of the Jobs Center; and
- iv. On an annual basis, the City will use best efforts to ensure adequate resources to sustain the Jobs Center's start-up and ongoing operations.

The City may operate the Jobs Center on an interim basis prior to completion of the selection process described above.

**2. Services.** The Jobs Center will serve as a resource for contractors, employers and job seekers during Construction and Operations phases by providing the following services:

- i. Connect job seekers with job training, education and other support services, such as transportation;
- ii. Receive notifications of job opportunities from Project employers;
- iii. Circulate such notifications to a network of local job training programs;
- iv. Refer qualified workers to Project employers in response to notifications of job opportunities;
- v. Provide technical support to employers, to assist them in complying with this Agreement;
- vi. Work with apprentice programs, community-based training organizations and the City to move applicants into construction trades and onto job sites;
- vii. Recruit existing workers in Oakland for job opportunities, on a priority basis;

- viii. Collect and report job placements, job retention and advancement data to meet goals and benchmarks and to track workers' career pathway advancement; and
- ix. Convene a sector-focused employer advisory group to plan for implementation, review progress in meeting benchmarks and goals, adopt 'course corrections', if needed, and identify ways to improve job placements and retention.

**3. Operation.** The Jobs Center will be operated by a nonprofit corporation, with a board governing Jobs Center operations.

**E. Designation of Pre-Apprenticeship Programs.** At least four (4) months prior to commencement of Project construction, the City will designate one or more pre-apprenticeship programs for purposes related to this Agreement. In order to be designated, pre-apprenticeship programs will satisfy the standards to be developed at a later date.

**F. Workforce Development Plan.** Within one year of the Effective Date, the City will release a workforce development plan for the Project. The City will make the workforce development plan consistent with the Oakland Workforce Investment Board's Strategic Plan. The workforce development plan will incorporate the following principles:

1. Encourage community colleges to offer certificates that are 'stackable' and lead to an AA/transfer degrees;
2. Maximize utilization of existing workforce development programs to train and case manage workers and develop linkages to the community colleges for technical training for entry-level and advancement training;
3. Enhance linkages with Peralta Community College District, particularly for basic education skills, career counseling and career pathway training;
4. Maximize job training and placement opportunities for young adults (18 to 25) and for youth (under 18);
5. Begin basic math and reading foundational skills training in middle schools;
6. Develop funding sources for local public high schools (including McClymonds High School and others) to offer pre-apprenticeship training tailored to Project opportunities, and linkages to career pathway programs aligned with construction and operations jobs;
7. Ensure outreach and education to both employers and potential employees, including targeted workers like young adults and the formerly incarcerated; and

Encourage the use of coordinated support services to assist youth, the formerly incarcerated and long-term unemployed for successful outcomes for completion of training, job placement and job retention.

### **G. Monitoring and Enforcement.**

**1. City Staff.** The City will provide staffing to monitor and enforce the terms of this Agreement and the terms of the Policies.

**2. Resources for Community Representatives.** The City will assist the Community Parties to find or raise funds to train and provide stipends to community representatives serving on the Oversight Commission described in Section II.K. herein.

**3. Investigation.** The City will use best efforts to ensure compliance by Employers and Contractors with the Policies, including investigating any written complaint made to the City of non-compliance with the Policies. Where evidence clearly establishes that an Employer or Contractor is substantially non-compliant with the Policies after a warning by the City and a reasonable opportunity to cure, the City will pursue remedies against the subject Employer or Contractor that are reasonably designed to bring about compliance.

**H. Worker Assistance Fund.** Without committing City funds, the City will establish and administer a Worker Assistance Fund for the purpose of payment of initiation fees for individuals who become new apprentices engaged in Project Work. The City will help find resources to be used for administration of the fund and to provide loans.

**I. Use of Liquidated Damages.** Any monetary damages, including liquidated damages, collected by the City pursuant to this Agreement will be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Agreement.

**J. Federal and State Funding.**

**1. Segregation.** Where the application of the Policies is determined by a court of competent jurisdiction to violate federal or state law, or where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California, then the City will, where administratively feasible, segregate federal or state funds from City funds, and/or segregate project administration and contracts, so as to maximize application of the Policies to the Project.

**2. Alternative Terms in Case of Conflict.** Where a court of competent jurisdiction determines that application of provisions of the Policies is prohibited by federal or state law, or where such application would violate or be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California, and where segregation of funds pursuant to subsection 1 herein is not administratively or financially feasible with regard to portions of the Project, then the City will work collaboratively with the funding agency and the Community Parties to adapt such provisions to the restrictions imposed by the funding agency, advancing the goals of the Policies to the greatest extent permitted by the funding agency. Adapted requirements agreed to by the City and the funding agency shall be applied to relevant portions of the Project, and shall automatically become terms of the Policies.

**K. Oversight Commission.**

**1. Provisions Not Binding.** This subsection II.(K) states the City's intention and findings of fact, but does not bind the City to particular commitments or limitations.

**2. Establishment.** The City has established by ordinance and will convene an Oversight Commission to assist in monitoring and enforcement of this Agreement. The establishing ordinance sets forth basic rules of operation of the Oversight Commission and committee member number and qualifications. Additional rules of operation may be established by the Oversight Commission after initiation.

**3. Composition.** Membership on the Oversight Commission shall consist of eleven members appointed by the Mayor and confirmed by the City Council, and will include

representatives from the Oakland and West Oakland communities, organized labor, government, and employers. One community representative position will be reserved for an individual nominated by each of the following organizations or associations : (i) the West Oakland Community Advisory Group; (ii) collectively, the organizations signatory hereto other than labor unions that, as of the Effective Date, were members of the Revive Oakland coalition; and (iii) collectively, the organizations signatory hereto that, as of the Effective Date, were members of the OaklandWORKS coalition.

**4. Authority.** The Oversight Commission will have the authority to:

- a. review implementation of this Agreement, and work with Parties to attempt to resolve issues that arise in implementation;
- b. review compliance of Project employers with the Policies;
- c. in cases where the Oversight Commission deems a Project employer to be out of compliance, directly negotiate with that employer a remedy for the alleged violation, through a Negotiated Compliance Plan, which may include increased percentage goals on future work;
- d. in cases where a negotiated remedy cannot be reached, recommend to the City Administrator specific action to enforce the Policies;
- e. review any proposed changes to the Policies or to terms of the LDDA that are directly related to or limit the application or enforcement of the Policies.

**5. Engagement with Implementation Committees.** The Oversight Commission may engage the Implementation Committees described in this Agreement for advice and assistance in performance of investigative functions and negotiation of compliance plans.

### **III. COMMUNITY PARTIES' RESPONSIBILITIES.**

The Community Parties will assist the City in the establishment and operation of the Jobs Center described in Section II(C)(1) of this Agreement by doing the following:

- i. Not later than February 1, 2013, provide input regarding the criteria for the selection of an operator of the Jobs Center;
- ii. Not later than February 1, 2013, provide input to the City regarding the RFP for an operator of the Jobs Center;
- iii. Not later than April 30, 2013, participate in the City's process to recruit and select an operator of the Jobs Center.
- iv. On an annual basis, participate in fundraising efforts to support the Jobs Center's ongoing operations.

**IV. BUILDING TRADES COUNCIL'S RESPONSIBILITIES.** The Building Trades Council will enter into, and recommend that affiliated local unions enter into, a Project PLA that is consistent with and that facilitates the achievement of the goals of the Construction Jobs Policies.

### **V. PROJECT SUPPORT AND CLAIMS RELEASE.**

**A. Project Support.** Each Community Party agrees that the terms of this Agreement and

the terms of the LDDA, which both include the Policies, provide a strong slate of benefits and opportunities for West Oakland and the wider community. Therefore, each Community Party agrees to take a public position, denoted in writing provided to all Parties and available to the public, in favor of Project Approvals. Through such time as all Project Approvals have been granted, each Community Party will refrain from demanding from the City, any public entity, or Developers, through either public positions or private lobbying activities, community benefits or mitigations related to job access or job quality with regard to the Project in addition to those contained in this Agreement or the Policies, or assisting other organizations or individuals in such public or private activities. Nothing in this Agreement prevents a Community Party from advocating for (i) measures to facilitate implementation of the Policies and this Agreement, including changes to this Agreement, or (ii) resources for the Jobs Center. The Parties agree that this project support section applies only to the Project occurring under the LDDA defined in this agreement and not to any other projects occurring under other development agreements.

**B. Litigation Release.** Each Community Party does hereby release and forever discharge and hold harmless the City and its agents, servants, employees, predecessors, successors and assigns, and each of them ("City Parties"), of all administrative challenges, claims, demands, accounts, actions, causes of action, obligations, proceedings, losses, liabilities and sums of money of every kind and character whatsoever, whether now known or unknown, whether based upon contract, statute, and/or other legal or equitable theory of recovery, including attorneys fees and costs which the Community Parties, their successors, or assigns can, shall or may have against any of the City Parties, arising out of the approval by the City or any government agency of Project Approvals. Each Community Party agrees that this is a full and final release applying to all unknown and unanticipated injuries or damages, including any and all claims now existing or which may arise in the future, arising out of Project Approvals, including those not known or disclosed, and the undersigned expressly waive any right or claim of right to assert hereafter that any claim, demand, obligation and/or cause of action has, through ignorance, oversight or error, been omitted from the terms of this release, and further waive any right or claim of right that they, or any of them, may have under the law of any jurisdiction that releases such as those herein given do not apply to unknown or unstated claims.. It is the express intent of the undersigned to waive any and all claims that they may have against the persons or entities herein released, including any which are presently unknown, unsuspected, unanticipated or undisclosed. This release does not preclude advancement of or otherwise affect any claim that the City has violated terms of this Agreement. Additionally, this section does not release any claims that were filed or otherwise formally initiated prior to the Effective Date, are currently pending, and involve any of the Parties to this Agreement.

**C. Changes in Project Plans.** Provisions of Sections V.A. and V.B. will not apply either (a) to aspects of Project scope and plans that substantially deviate from scope and plans set forth in Attachments 6 and 7 to LDDA, as agreed to on [date of execution of LDDA] or (b) in the event that the City agrees to any substantial modification of the Policies or of the terms of the LDDA that directly relate to or limit the application or enforcement of the Policies.

## **VI. IMPLEMENTATION COMMITTEES.**

### **A. Construction Jobs Policies Implementation Committee**

**1. Establishment.** In order to facilitate implementation of the Construction Jobs Policies, the Parties will establish and designate representatives for a Construction Jobs Policies Implementation Committee, the membership of which will include a balanced representation of community-based organizations, Building Trades Council, Contractors and the City.

**2. Purpose and Activities.** The Parties intend that, to the extent that the Oversight Commission engages the Construction Jobs Policies Implementation Committee for these purposes, the

Construction Jobs Policies Implementation Committee perform the following functions, to assist the Oversight Commission in monitoring and ensuring compliance with the Construction Jobs Policies:

- i. Meet with prime contractors before work commences to hear local hire plans for each bid package to ensure compliance with the Construction Jobs Policies;
- ii. Review compliance of Contractors with the Construction Jobs Policies;
- iii. Negotiate with any Contractor a remedy for alleged violations of the Construction Jobs Policies, through a Negotiated Compliance Plan, which may include increased percentage hiring goals on future work; and
- iv. In cases where a negotiated remedy cannot be reached, recommend to the City's Oversight Commission specific remedies.

#### **B. Operations Jobs Policies Implementation Committee**

**1. Establishment.** In order to facilitate implementation of the Operations Jobs Policies, the Parties will establish and designate representatives for an Operations Jobs Policies Implementation Committee, the membership of which will include a balanced representation of community-based organizations, labor unions representing workers in the operations jobs industries, employers, and the City.

**2. Purpose and Activities.** The Parties intend that, to the extent that the Oversight Commission engages the Operations Jobs Policies Implementation Committee for these purposes, the Operations Jobs Policies Implementation Committee perform the following functions, to assist the Oversight Commission in monitoring and ensuring compliance with the Operations Jobs Policies:

- i. Meet with Employers opening operations on the Project Site to hear their plans to ensure compliance with the Operations Jobs Policies before work commences;
- ii. Review compliance of Employers with the Operations Jobs Policies;
- iii. Negotiate with any Employer a remedy for alleged violations of the Operations Jobs Policies through a Negotiated Compliance Plan, which may include increased percentage hiring goals on future work; and
- iv. In cases where a negotiated remedy cannot be reached, recommend to the City's Oversight Commission specific remedies.

### **VII. MISCELLANEOUS**

**A. Contact Person.** Within 30 days of having entered into a lease disposition and development agreement or a similar agreement related to development of the Project, each Party will designate a contact person for all matters related to implementation of this Agreement. Each Party will forward the name, address and phone number of the designated individual to all Parties. If the contact person changes, all Parties will promptly be notified.

**B. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Successors to any party, and to Successors of Successors to any Party. References in this Agreement to any entity will be deemed to apply to any Successor of that entity..



**C. Entire Agreement.** The Agreement contains the entire agreement between the Parties and supersedes any prior agreements, whether written or oral. This Agreement may not be altered, amended or modified except by an instrument in writing signed by the Parties.

**D. Authority, Representations and Warranties.** Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation, and will be enforceable by each Party and against each Party in accordance with the terms herein. Each Party agrees not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Agreement in any judicial action or arbitration proceeding, provided that the parties have complied with the procedural prerequisites to initiation of judicial action or arbitration as set forth in this Agreement.

**E. Community Parties' Scope of Responsibilities.** Obligations of a Community Party will be obligations only of the organization itself as distinct from its associated organizations, constituent organizations or any natural persons. Actions of a Community Party include only those actions taken by staff members or members of the Board of Directors of a Community Party when those persons are authorized to act on behalf of the organization by the Board of Directors. When this Agreement sets out a responsibility of "each Community Party," then each Community Party must satisfy that responsibility. When this Agreement sets out a responsibility of "the Community Parties," then that responsibility is satisfied for all Community Parties when any Community Party satisfies that responsibility.

**F. Applicable Law and Compliance with Law.** This Agreement will be governed by and construed in accordance with federal, state, and local laws, and will be enforced only to the extent that it is consistent with those laws. Parties agree that their understanding is that all terms of this Agreement are consistent with federal, state, and local law; and that this Agreement will be reasonably interpreted so as to comply with any conflicting law.

**G. Severability.** If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, that holding will in no way affect, impair, or invalidate any of the other provisions of this Agreement.

**H. Attorneys' Fees.** In any litigation or other proceeding arising out of this Agreement, each Party will be responsible for its own attorneys' fees and other costs incurred therein.

**I. Default and Remedies.**

**1. Default.** Failure by any Party to perform or comply with any term or provision of this Agreement, if not cured, will constitute a default under this Agreement.

**2. Sixty-Day Right to Cure.** If any Party believes that another Party is in default of this Agreement, it will provide written notice to the allegedly defaulting Party of the alleged default; offer to meet and confer in a good-faith effort to resolve the issue; and, except where a delay may cause irreparable injury, provide sixty days to cure the alleged default, commencing at the time of the notice. Any notice given pursuant to this provision will specify the nature of the alleged default, and, where appropriate, the manner in which the alleged default may be cured.

**3. Remedies.** In the event that another Party is allegedly in default under this Agreement, then the Party alleging default (a "Complaining Party"), may elect to waive the default or to pursue remedies as described in this Section. Such remedies may be pursued only after exhaustion of the sixty-day right to cure period described above, except where an alleged default may result in irreparable injury,

in which case the Complaining Party may immediately pursue the remedies described herein, in any court of proper jurisdiction. A Complaining Party may seek relief ordering, and the court will have the power to order, affirmative equitable and/or affirmative injunctive relief, temporary or permanent, requiring another Party to comply with this Agreement. No Party will seek relief awarding, and the court will not have power to award, any money damages, although to the extent that funds are required to be expended or provided by this Agreement, or liquidated damages are specified, the court will have power to compel the party in question to expend or provide those funds. Each Party will bear its own fees and other costs of such court action.

**J. Effective Date.** The Effective Date of this Agreement will be the date specified in the introductory paragraph. Except as described in Section VII.K, below, all commitments of the Parties described herein are effective upon the Effective Date, unless otherwise specified.

**K. Limited Responsibilities if Project Not Approved.** The City will have no responsibilities pursuant to Sections II.A, II.E, II.F, II.G.1, II.G.2 and II.H of this Agreement prior to the earlier to occur of (i) execution of the Design Build Contract described in Section 3.2 of the LDDA or (ii) commencement of construction of any aspect of the Project. Notwithstanding the above, after the Effective Date, the City will not take any action inconsistent with this Agreement or that would impede eventual satisfaction of terms of this Agreement.

**L. Assurance Regarding Preexisting Contracts.** City represents that it has executed no contract pertaining to the Project or the Project Site that would have violated this Agreement had it been executed after that date, or would interfere with fulfillment of or conflict with any term of this Agreement. If the City has inadvertently entered into a contract in violation of this Section VII.L, then upon request from any other Party it shall use best efforts to resolve any conflicts between those agreements and this Agreement.

**M. No Public Responsibility for Financial Commitments.** The LDDA may describe certain financial and operational commitments made by Developers and other private entities. This Agreement does not make the City responsible for satisfaction of such commitments. This Agreement does not provide enforcement rights against the City or any other public entity with regard to Developers' and other private entities' commitments made in the LDDA or other documents or agreements.

**N. Waiver.** The waiver by any Party of any provision or term of this Agreement will not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, will not be deemed a waiver of any provision or term of this Agreement.

**O. Construction.** Each of the Parties has had the opportunity to be advised by counsel with regard to this Agreement. Accordingly, this Agreement will not be strictly construed against any Party, and any rule of construction that any ambiguities be resolved against the drafting Party will not apply to this Agreement.

**P. Correspondence.** All correspondence will be in writing and will be addressed to the affected parties at the addresses set forth below. A Party may change its address by giving notice in compliance with this Section. The addresses of the parties are as follows:

**If to ACCE Institute:**

2501 International Blvd, Suite D  
Oakland, CA 94601  
510-269-4692  
Attn: Claire Haas

**If to Alameda County Building and  
Construction Trades Council:**

8400 Enterprise Way, # 205  
Oakland, CA 94621  
(510) 430-8664  
Attn: Andreas Cluver

**If to Central Labor Council of Alameda  
County:**

100 Hegenberger Road  
Oakland, CA 94621  
(510) 632-4242  
Attn: Josie Camacho

**If to East Bay Alliance for a  
Sustainable Economy:**

1814 Franklin Street, Suite 325  
Oakland, CA 94612  
510.893.7106  
Attn: Kate O'Hara

**If to International Associations of  
Machinists and Aerospace Workers,  
Local 1546:**

10260 Macarthur Boulevard  
Oakland, CA 94605  
Attn: Garry Horrocks

**If to International Longshore and  
Warehouse Union, Local 6:**

99 Hegenberger Rd  
Oakland, CA 94621  
Attn: Fred Pecker

**If to Oakland Community  
Organizations:**

7200 Bancroft Avenue  
Oakland, CA 94605  
(510) 639-1444  
Attn: Amy Fitzgerald

**If to People United for a Better  
Life in Oakland:**

3528 Foothill Boulevard  
Oakland, CA 94601  
(510) 535-2525  
Attn: Rashidah Grinage

**If to Teamsters Joint Council 7:**

250 Executive Park Blvd., Suite 3100  
San Francisco, CA 94134-3392  
Attn: Doug Bloch

**If to West Oakland Environmental  
Indicators Project:**

1747 14th Street  
Oakland, CA, 94607  
Attn: Margaret Gordon

**If to the City:**

Fred Blackwell  
Assistant City Administrator  
City of Oakland  
1 Frank Ogawa Plaza, 3<sup>rd</sup> Floor  
Oakland, CA 94612

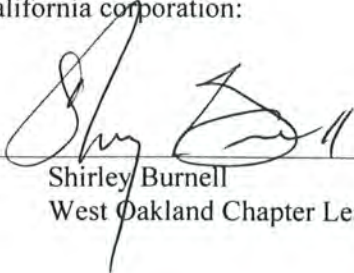
**Q. Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which will constitute one and the same document.

**R. Further Acts.** The Parties will execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

IN WITNESS WHEREOF, the following Parties have executed this Agreement:

ACCE INSTITUTE,  
a California corporation:

By:

  
Shirley Burnell  
West Oakland Chapter Leader

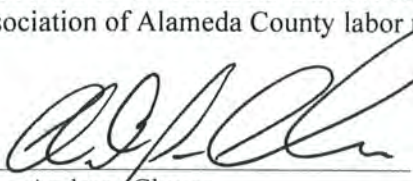
EAST BAY ALLIANCE FOR A  
SUSTAINABLE ECONOMY,  
a California corporation:

By:

  
Nikki Fortunato Bas  
Executive Director

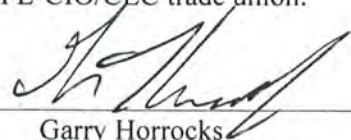
ALAMEDA COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL,  
an association of Alameda County labor unions:

By:

  
Andreas Cluver  
Executive Secretary-Treasurer

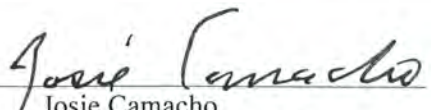
INTERNATIONAL ASSOCIATIONS OF  
MACHINISTS AND AEROSPACE  
WORKERS, LOCAL 1546,  
an AFL-CIO/CLC trade union:

By:

  
Garry Horrocks  
Union Representative

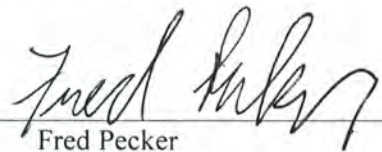
CENTRAL LABOR COUNCIL OF  
ALAMEDA COUNTY, an association of  
Alameda County labor unions:

By:

  
Josie Camacho  
Executive Secretary-Treasurer

INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION, LOCAL 6,  
an AFL-CIO/CLC trade union:

By:

  
Fred Pecker  
Executive Secretary-Treasurer

OAKLAND COMMUNITY ORGANIZATIONS, INC.,  
a California corporation:


By:   
Richard Speigman  
Co-Chair

WEST OAKLAND ENVIRONMENTAL INDICATORS PROJECT,  
a California corporation:

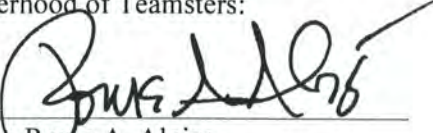
By:   
Margaret Gordon  
Co-Director

PEOPLE UNITED FOR A BETTER LIFE IN OAKLAND, a California corporation:

By:   
Rashidah Grinage  
Executive Director

By:   
Brian Beveridge  
Co-Director

TEAMSTERS JOINT COUNCIL 7,  
a local division of the International Brotherhood of Teamsters:

By:   
Rome A. Aloise  
President

[signatures continue on following page]

CITY OF OAKLAND,  
a California municipal corporation

By:   
Fred Blackwell  
Assistant City Administrator

List of Attachments:

- Attachment A: Public Improvements Jobs Policy
- Attachment B: Vertical Improvements Jobs Policy
- Attachment C: East Central Operations Jobs Policy
- Attachment D: West Operations Jobs Policy