

Attachment 15

Community Benefits Matrix, with Operations and Construction

Jobs Policies and certified MMRP

[See attached]

COMMUNITY BENEFITS MATRIX OF TERMS

	Community Benefit Category	Summary	Obligation/ Agreement
1.	West Oakland Community Fund (WOCF)	Developer to pay fair share contribution to WOCF (\$16,000 per net developable acre). Payments in phases due as a condition precedent to entering into each phase of ground lease.	Developer/ LDDA
2.	Jobs	The City shall use commercially reasonable efforts to negotiate a Cooperation Agreement regarding jobs on the Oakland Army Base with labor organizations and community groups.	City/ LDDA
3.	Jobs	The City and its Manager (as defined in the Property Management Agreement) shall make commercially reasonable efforts to assist in establishment of a West Oakland Jobs Center (Jobs Center) in West Oakland, including providing assistance in identifying suitable locations and funding sources. In the event that the Jobs Center is not established prior to commencement of construction of Public Improvements, then the functions of the Jobs Center shall be transferred to the City's established Local Employment Program, until such time as the Jobs Center is established.	City/ LDDA Manager/ Property Management Agreement
4.	Jobs	The City and its Manager shall include the Construction Jobs Policy for Public Improvements, attached as <u>Exhibit A</u> , as a material term of all contracts under which construction of Public Improvements may occur and shall itself comply with such Policy (except as provided under item 11 below). Developer and Billboard Tenant shall include the Construction Jobs Policy for Vertical Construction, attached as <u>Exhibit B</u> , as a material term of all contracts under which Vertical Construction (as that term is defined in the Policy) may occur, and shall itself comply with terms of such Policy. Inclusion of said Policies in all relevant contracts, and compliance with applicable terms of such Policies by Developer/Manager/Billboard Tenant, as applicable, will fully satisfy the	City (re Public Improvements Construction Jobs Policy)/ LDDA Manager/ Project Management Agreement Developer (re Vertical

		<p>Developer's/Manager's/Billboard Tenant's obligation with regard to such policy.</p> <p>The Construction Jobs Policy for Public Improvements diverges from and expressly supersedes the employment portions of City Ordinance No. 12389, as amended by Council Ordinance 13101 (12/20/11), and the program Guidelines in the Local and Small Local Business Enterprise Program guidance dated February 1, 2012 with regard to Local Employment Program, Local Construction Employment Referral Program, and Apprenticeship Program ("City's Employment Program"). The City's Employment Program does not apply to the Private Improvements, which are governed by the Construction Jobs Policy for Vertical Construction.</p>	<p>Construction Jobs Policy)/ Ground Lease</p> <p>Tenant/Billboard Agreement</p>
5.	Jobs	<p>Developer/ Manager shall ensure that any contract under which an On-Site Job, as defined in the attached Policies, may be performed include the Operations Jobs Policy applicable to the relevant portion of the Project site as a material term of the contract in question, and shall itself comply with the Policy. The Parties acknowledge that the uses anticipated to be managed by the Developer's affiliates on the different phase areas will differ; therefore, there is one Operations Jobs Policy that shall apply to the East and Central Gateway Areas, attached as <u>Exhibit C</u>, and one that applies to the West Gateway Area, attached as, attached as <u>Exhibit D</u>.</p> <p>Inclusion of such Policy in all relevant leases and contracts, and compliance with such Policy by Developer and Manager, as applicable, will fully meet the Developer/Manager obligation.</p>	<p>Developer/ LDDA; Ground Lease</p> <p>Manager/ Project Management Agreement</p>
6.	Jobs	<p>Developer/Manager/Billboard Tenant shall require compliance with the City Living Wage Ordinance for On-Site Jobs (Council Ordinance No. 12050, 4/7/98) in accordance with terms of the applicable Operations Jobs Policy.</p>	<p>Developer/ Ground Lease</p> <p>Manager/Project Management Agreement</p> <p>Tenant/Billboard Agreement</p>

7.	Jobs	Developer/Manager/Billboard Tenant shall comply, and require its subtenants to comply, with the City Equal Benefits Policy (Council Ordinance No. 12394, 12/18/01), except 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.	Developer/ Ground Lease Manager/Project Management Agreement Tenant/Billboard Agreement
8.	Jobs	The City, its Manager and the subcontractors and sub consultants shall comply with the Prompt Payment Ordinance with respect to the construction of Public Improvements (Council Ordinance No. 12857 (01/15/08).	City / LDDA Manager/ Project Management Agreement
9.	Jobs	Developer to pay, at time of each building permit application, Jobs/Housing Impact Fee (approximately \$4.50/sf) into fund to support West Oakland Jobs Center. [THROUGH DA/PUD PROCESS, CITY STAFF TO PROPOSE ALTERNATIVE FEE/REDIRECTION OF FEE TO SUPPORT THE JOBS CENTER]	Developer/ Ground Lease
10.	Jobs	Developer to establish a Community Area Maintenance fee equal to \$0.005/month per leasable square foot of building space and pay annual fee into fund to support the Jobs Center. The annual fee shall increase consistent with the Ground Lease CPI structure.	Developer/ Ground Lease
11.	Contracting	The City and its Manager shall ensure that contract awards for construction of Public Improvements proceed according to the contracting requirements in the City Local and Small Local Business Enterprise Program, Council Ordinance 12389 (12/18/01), as amended by Council Ordinance 13101 (12/20/11), (L/SLBE participation requirements), except 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. The City through its Office of Contracting Compliance shall oversee compliance of the Public Improvements contracting with the L/SLBE participation requirements.	City / LDDA Manager/ Project Management Agreement

		<p>If the City's receipt of federal funds for any portion of the Public Improvements requires compliance with the U.S. Department of Transportation's Disadvantaged Business Enterprise Program, then for such portions of Public Improvements, the City and its Manager shall comply with that program, and in such case, the Disadvantaged Business Enterprise Program shall replace the L/SLBE participation requirements.</p> <p>In the event that the City obtains federal or state funds to support construction of the Public Improvements, the City and its Manager shall ensure, through terms of application for such funds, and through the scope and process of contract awards, that portions of Public Improvements supported by such funds are segregated from the remainder of Public Improvements so as to maximize application of the L/SLBE participation requirements and any other City policies that may conflict with requirements of federal funding sources.</p>	
12.	Contracting	<p>The City shall make commercially reasonable efforts to enter into a Project Labor Agreement (PLA) with the Unions for the Public Improvements that facilitates compliance with the Construction Jobs Policy for Public Improvements; this satisfies City Prevailing Wage Policy, Agency Resolution No. 87-4 (1/20/87) and State Prevailing Wage requirement, CA Labor Code 1720 et seq. The PLA shall also contain provisions providing opportunities for certified Local Business Enterprises, Small Local Business Enterprises, and Very Small Local Business Enterprises to participate in construction of Public Improvements. Such provisions may include a specified portion of Public Improvements construction work that may be performed outside the terms of the PLA; such portion shall be subject to the State Prevailing Wage requirement and other applicable laws. The current PLA between Developer and the Unions does not apply to the City for the City's Public Improvements. If the City is not able to enter into a PLA as provided herein, the Construction Jobs Policy for Public Improvements shall apply and the parties shall meet and confer.</p>	<p>City / LDDA</p> <p>Manager/ Property Management Agreement</p>
13.	Contracting	<p>In order to protect the City's proprietary interest in prompt completion of construction, Developer and Billboard Tenant shall use commercially reasonable efforts, prior to commencement of construction, enter into a PLA with the Alameda County Building Trades Council, which agreement requires such labor organizations to refrain from work stoppages on project construction, and shall be consistent with and facilitate compliance</p>	<p>Developer/ LDDA and Ground Lease</p> <p>Tenant/Billboard</p>

		with the Vertical Construction Jobs Policy.	Agreement
14.	Environmental	<p>City and Developer, in conjunction with both the Public Improvements and the Private Improvements, shall comply with CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, attached as <u>Exhibit E</u>. Such measures include those set forth in the City Council Areas of Agreement, including measures to address noise limits, dust control, hazardous materials removal, storm water plan, use of permeable pavers where feasible, use deconstruction rather than demolition where possible, and preparation and implementation of a demolition debris recycling plan, prepare a GHG Reduction Plan and maximize the use of green energy (solar, wind, other) where possible, further water conservation through use of rain barrels and gray water technology where possible, ensure that truck related construction routes are directed away from residents, provide public or private transit connection for construction workers (connecting to BART and at least two West Oakland locations), and provide public notification of project status (updated at least monthly and posted online and at the West Oakland Public Library).</p> <p>Responsibility for implementation of these measures will be allocated as between the City and the Developer through the DA/PUD process that will follow the LDDA. More feasible and/or cost effective measures may be considered by the Parties so long as those measures meet CEQA requirements and do not themselves cause any potentially significant effect on the environment, as determined by the City through the DA/PUD process.</p>	<p>City / LDDA</p> <p>Manager/ Property Management Agreement</p> <p>Developer/ Ground Lease</p> <p>Tenant/Billboard Agreement</p>
15.	Environmental	Developer shall make a good faith effort to show conformance with the applicable sections of the current draft of the City's Energy Climate Action Plan as presented to the City Council March 1, 2011. The same measures may be used to satisfy the applicable requirements of the Climate Action Plan, required per this item 15, and the Greenhouse Gas Reduction Plan, required per item 14, above.	Developer/ Ground Lease
16.	Environmental	The City and Developer shall cooperate in an air quality monitoring program during construction of the Public Improvements and Private Improvements to install and maintain air monitoring equipment in locations determined in consultation with the Port, Bay Area Air Quality Management District (BAAQMD), Alameda County Public Health Department (ACPHD).	<p>City / LDDA</p> <p>Manager/ Project Management Agreement</p>

	<p>The City and its Manager shall provide monitoring reports from that equipment to the BAAQMD, the City, the Port on a quarterly basis during construction. The “fence-line” monitoring and quarterly reporting shall be funded by the City through the construction of the Public Improvements.</p> <p>Developer shall fund the ongoing “fence-line” monitoring and quarterly reporting during the Vertical Construction through the term of the Ground Lease. Air Quality monitoring and annual reporting for operations during the term of the Ground Lease will be required for the rail and maritime operations associated with the West Gateway Phase. The City and Developer will mutually agree upon the monitoring and reporting standards for, and the duration of, such operations monitoring.</p>	<p>Developer/ Ground Lease</p>
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