

**REDEVELOPMENT AGENCY  
AND THE CITY OF OAKLAND  
AGENDA REPORT**

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

**2011 SEP 16 AM 9:33**

TO: Office of the City/Agency Administrator  
ATTN: Deanna J. Santana  
FROM: Community and Economic Development Agency  
DATE: September 20, 2011

RE: Agency and City Resolutions Authorizing the Agency Administrator and City Administrator to Execute a Third Amendment to the Oakland Army Base Exclusive Negotiating Agreement (“ENA”) with AMB Property, L.P./California Capital Group (“Developer Entity”) Consenting to a Change in the Developer Entity to ProLogis Property, L.P./CCIG Oakland Global, LLC, Resulting from: (1) the Reorganization and Merger of AMB Property, L.P. into Prologis Property, L.P.; and (2) California Capital Group’s Assignment of All Its Interests and Obligations under the ENA to CCIG Oakland Global, LLC

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**SUMMARY**

At the Community and Economic Development Committee meeting of September 13, 2011, the Committee made three amendments to the proposed resolutions for a Third Amendment Agreement to the Oakland Army Base Exclusive Negotiating Agreement (ENA), and asked staff to provide a supplemental report evaluating the impact of those amendments. One change reflected language agreed upon with the developer CCIG that would enable the Agency to require adequate capitalization of the new entity, should there be any indication that it was unable to fund its obligations under the ENA. A second change was introduced from the floor by Councilmember Brooks to require approval from the Agency Board/City Council of each new contract entered into by CCIG in the course of their work managing the master planning process, if the amounts of those contracts would have required Council approval if entered into directly by the City/Agency (generally in amounts of \$15,000 or more if Redevelopment Agency funds are used, or \$100,000 or more if unrestricted funds were used). The third change was added by Councilmember Brunner, requiring that ENA Community Benefits Exhibit C be amended to state that, subject to any preempting Federal requirements, the Community Benefits Agreement must include a 50% local hire goal.

**FISCAL IMPACT**

Changing the Developer Entity has no direct fiscal impact. The Agency’s commitment of up to \$14.1 million for the master planning and design of Army Base infrastructure remains the same, and its policy decision to realize the work through the master developer’s team remains the same. However, the proposed change to require Agency Board/City Council approval of any new consultant contract proposed by the developer is a major change in an already established City Council policy decision that would disrupt a process that has already been set in motion, and

Item: \_\_\_\_\_  
City Council  
September 20, 2011

would significantly slow down that master planning process. A major motivation for working with the developer in the manner that is underway was the need to preserve the \$242 million TCIF grant that has been awarded to the development. This TCIF grant has milestones and deadlines that require very timely performance of the CEQA process, the master planning design, and construction. Construction must be underway by the end of 2013 or the TCIF grant and pending matching dollars from the federal government will be lost. The policy change proposed at the September 13 CED Committee meeting would impact the pace of the project and staff's capacity to focus on other necessary aspects of the project, as a significant amount of staff resources would be dedicated to the additional City procurement and Council reporting obligations.

As an alternative, staff could return to Council with periodic informational reports on the status of contracts, including updated Local and Small Local Business Enterprise usage.

## BACKGROUND AND RECOMMENDATION

Due to the sensitive timing considerations with respect to the \$242 million TCIF grant, the Agency/Council on April 5, 2011 approved the Second Amendment (*Attachment A*) to the ENA (SAENA), whereby the developer was tasked with managing the infrastructure master design process. That SAENA was very specific in limiting the developer's consultants to those consultants already identified in the RFQ and RFP process. The SAENA was very specific with respect to budgets and scopes of work and included a consultant form of contract that included all of the Agency/City's standard clauses and requirements. The SAENA required the review and approval of Agency staff of any contract, scope of work, budget, change order, and request for payment. Agency staff and its own consultants are engaged on a daily basis with the roll out of this process, which is now well underway with 25 contracts executed. *Attachment B* includes exhibits from the SAENA establishing the consultant team, budgets, and scopes of work. Accounting protocols have been put in place assuring complete documentation of all costs. Included in that attachment is a summary of the contracts let to date, which show a current total of 57.64% Local and 22.87% Small Local participation. As indicated in the exhibit, approximately \$5 million of the \$14 million SAENA infrastructure master plan allocation has been committed in this initial phase of the master planning effort. Staff will work with the developer, in a manner consistent with City procurement policy, to ensure that the Local and Small Local Business participation levels achieve even higher results as additional funds are committed to contracts.

*Attachment C* is the proposed new Third Amendment to the ENA, as revised to reflect the changes requested by the CED Committee on September 13.

The process outlined in the SAENA is working. Key infrastructure master planning decisions are being made and the goal of being under construction in 2013 is still achievable. Introducing an ongoing layer of Agency/City Council review and approval of all going forward CCIG consultant contracts runs the serious risk of slowing the process, such that the necessary TCIF goals would not be reached.

Item: \_\_\_\_\_  
City Council  
September 20, 2011


Staff recommends that the Agency Board authorize an amendment to the ENA to recognize a change in the Developer Entity from AMB Property, L.P./California Capital Group to ProLogis Property, L.P./CCIG Oakland Global, LLC, with the newly introduced language regarding the capitalization of CCIG but without the added language regarding the Agency/City Council approval of all new consultant contracts.

Respectfully submitted,



Walter S. Cohen, Director

Community and Economic Development Agency

Reviewed by: 

Gregory D. Hunter, Deputy Director

Prepared by:

Patrick Cashman, Oakland Army Base Project Mgr  
Redevelopment

APPROVED AND FORWARDED TO THE  
CITY COUNCIL:

  
Office of the City/Agency Administrator

Item: \_\_\_\_\_  
City Council  
September 20, 2011

Attachment A

Resolution Authorizing the Second Amendment to the OAB ENA

**FILED**  
OFFICE OF THE CITY CLERK  
OAKLAND

2011 APR -7 AM 10: 22

REVISED APRIL 5, 2011

Approved as to form and legality:

A. McLean  
Agency Counsel

**REDEVELOPMENT AGENCY  
OF THE CITY OF OAKLAND**

**2011-0035**

Resolution No. \_\_\_\_\_ C.M.S

**RESOLUTION AUTHORIZING:**

(1) THE AGENCY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH AMB PROPERTY, L.P./CALIFORNIA CAPITAL GROUP ("AMB/CCG") FOR A DEVELOPMENT ON THE FORMER OAKLAND ARMY BASE ("BASE") TO:

- A. EXTEND THE ENA TERM FROM APRIL 22, 2011 TO THE EARLIER OF APRIL 22, 2012 OR THE EXECUTION OF A LEASE DISPOSITION AND DEVELOPMENT AGREEMENT, WITH THE PROVISION FOR AN AUTOMATIC EXTENSION OF THE TERM OF UP TO APRIL 22, 2013 IF THERE IS A DELAY IN COMPLETING A CERTIFICATION FOR THE PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OR THE NATIONAL ENVIRONMENTAL POLICY ACT; AND
- B. PROVIDE FOR: (A) REIMBURSEMENT TO CALIFORNIA CAPITAL GROUP ("CCG") OF UP TO A MAXIMUM AMOUNT OF \$14,100,000 FOR THE THIRD PARTY CONSULTANTS COST OF THE PLANNING AND DESIGN WORK FOR THE BASE'S INFRASTRUCTURE, PUBLIC UTILITIES, AND PUBLIC STREETS; (B) APPROVAL OF CCG'S PROPOSAL FOR A DEVELOPMENT TEAM, SCOPE OF WORK, BUDGET, AND SCHEDULE FOR THE PLANNING AND DESIGN WORK; (C) ELIMINATION OF THE REQUIREMENT TO ACCOMMODATE THE OAKLAND PRODUCE MARKET AND THE OAKLAND FILM CENTER AS PART OF THE DEVELOPMENT; (D) EXPANSION OF THE DEVELOPMENT AREA TO INCLUDE THE FORMER OAKLAND MARITIME SUPPORT SERVICES ENA SITE IN THE EAST GATEWAY AREA; AND (E) RELEASE OF AMB PROPERTY, L.P. FROM RESPONSIBILITY FOR THE PLANNING AND DESIGN WORK, AND DESIGNATING CCG

**AS THE SOLE PARTY RESPONSIBLE FOR THE PLANNING  
AND DESIGN WORK**

**(2) A WAIVER OF THE ADVERTISING AND REQUEST FOR PROPOSAL/QUALIFICATIONS PROCESS AND AN AWARD OF THE PLANNING AND DESIGN OF INFRASTRUCTURE IMPROVEMENTS FOR THE PORT-ORIENTED RAILYARD AND 7<sup>TH</sup> STREET OVERPASS WORK, IN AN AMOUNT NOT-TO-EXCEED \$3,850,212, TO CCG**

WHEREAS, the Oakland Army Base Reuse Plan and 2002 Environmental Impact Report document the need to install all new public utilities and streets to serve new development of the former Oakland Army Base; and

WHEREAS, the Request for Proposals issued by the Agency that subsequently led to the selection of AMB Property, L.P./California Capital Group ("AMB/CCG") clearly articulated the expectation that the master developer would be responsible for all aspects of the development of the Army Base site including site planning, engineering, and other pre-development activities; and

WHEREAS, on January 19, 2009, the Agency executed an Exclusive Negotiating Agreement ("ENA") with AMB/CCG for the potential redevelopment of a portion of the former Army Base identified as the Gateway Development Area and which included all of the Central and West Gateway Areas and part of the East Gateway Area; and

WHEREAS, extensive planning and design work for areas outside the ENA Development Area is required for the planning and design of the ENA Development Area; and

WHEREAS, the infrastructure improvements for the Port-oriented Railyard and 7<sup>th</sup> Street Overpass are not essential to the planning and design of the ENA Development Area but are necessary to preserve the \$242,000,000 in Trade Corridor Improvement Funds ("TCIF") which were awarded to the Port of Oakland but may be lost if the Railyard and the 7<sup>th</sup> Street Overpass are not designed in a timely manner; and

WHEREAS, the Amended and Restated Memorandum of Agreement between the Agency and the Port contemplates a unified approach to the design of the Army Base; and

WHEREAS, the Cost Sharing Agreement pending between the Agency and the Port calls for the Agency to invest \$14,100,000 toward the design of the entire Army Base, including the Railyard and the 7<sup>th</sup> Street Overpass, in exchange for the Port supporting a \$62,000,000 allocation of the TCIF award for infrastructure development in the Agency-owned portion of the Base; and

WHEREAS, planning and design work that is not essential to the ENA Development Area should be awarded pursuant to the Agency's purchasing processes—advertising and request for proposal/qualifications requirements – unless the Agency Board determines that it is in the Agency's best interests to waive such processes; and

**WHEREAS**, the ENA required AMB/CCG to propose a Development Team, Scope, Schedule, and Budget for the planning and design work required for the construction of infrastructure, public utilities, and public streets on the former Army Base; and

**WHEREAS**, the partnership agreement between AMB and CCG designates CCG as the party responsible for the planning and design work for the Base's infrastructure, public utilities, and public streets; and

**WHEREAS**, CCG has submitted the required proposal that includes a Budget of \$14,100,000 for master planning public infrastructure improvements for the former Army Base; and

**WHEREAS**, the Budget includes \$3,850,212 for the planning and design of infrastructure improvements for the Port-oriented Railyard and the 7<sup>th</sup> Street Overpass; and

**WHEREAS**, the Agency established a Joint Infrastructure Development Fund (9572) with \$16,300,000 for the development of the former Oakland Army Base, including the planning and design of public improvements; and

**WHEREAS**, CCG's proposed Development Team is ready to begin preparing infrastructure planning and design documents for the Army Base and use of this Development Team is the surest and most timely way to accomplish the work and meet state and federal funding deadlines; and

**WHEREAS**, Oakland Municipal Code section 2.04.051.B authorizes the Agency Board to dispense with advertising and the request for proposal/qualifications process for planning and design services upon a finding that it is in the Agency's best interests to do so; and

**WHEREAS**, staff recommends that it is in the Agency's best interests to waive the advertising and request for proposal/qualifications process for the planning and design of infrastructure improvements for the Port-oriented Railyard and 7<sup>th</sup> Street Overpass work because the work will help the Port preserve its TCIF award and secure for the Agency a \$62,000,000 allocation of the award; and

**WHEREAS**, the Agency Administrator has determined that the Port planning and design work awarded hereunder is of a professional, scientific or technical and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive service; and

**WHEREAS**, on July 20, 2010, the Agency and AMB/CCG entered into a First Amendment to the ENA to allow the Agency to contract with a consultant to prepare all documentation necessary for environmental review under the California Environmental Quality Act (CEQA), and to share the costs of that contract with AMB/CCG; and

**WHEREAS**, the environmental review which is necessary for final approval to redevelop the Army Base is still underway; and

**WHEREAS**, the ENA, as amended, expires April 22, 2011; now, therefore be it

**RESOLVED:** That the Agency Administrator is authorized to negotiate and execute a Second Amendment to the ENA on the general terms set forth in the Agenda Report and the Supplemental Agenda Report for this item, and specifically including the following terms:

- (1) Extension of the ENA term from April 22, 2011 to the earlier of April 22, 2012 or the execution of a Lease Disposition and Development Agreement, with the provision for an automatic extension of the term of up to April 22, 2013 if there is a delay in completing a certification for the project under the California Environmental Quality Act or the National Environmental Policy Act; and
- (2) As to the infrastructure master planning and design work, approval of the CCG's proposed team of consultants, scope of work, schedule, and budget, as represented in the Second Amendment to the ENA; and
- (3) Agreement to reimburse CCG's third party consultant costs for Army Base infrastructure master planning and design work up to a maximum amount of \$14.1 million through the Agency's Joint Infrastructure Development Fund and TIGER II grant funding. CCG will receive no reimbursements or fees for its own costs in the management of the design consultant team. All final design decisions for the public infrastructure portions shall be made by the Agency and other City departments. The Developer will be responsible for all costs related to the vertical development planning and any site improvement planning on the development sites; and
- (4) Elimination of the requirement to accommodate the Film Center and the Produce Market as part of the development, and expansion of the Developer's development site to include approximately 15 acres of the East Gateway that formerly was covered by the now-expired ENA with Oakland Maritime Support Services (OMSS); and
- (5) Terms specifying how the Agency and Developer will coordinate regarding outside agency negotiations, ongoing property management during the design phase, and securing additional other government funding; and
- (6) Release of AMB Property, L.P. from responsibility for the planning and design work, and designating CCG as the sole party responsible for the planning and design work;
- (7) Terms limiting CCG's liability for the design professionals' design errors or omissions, but retaining indemnity provisions against CCG for its negligence in performing its obligations for coordinating and managing the design and planning work; and
- (8) Additional terms as follows:
  - (A) The Agency, CCG and Oakland Maritime Support Services (OMSS) shall work together locating a site for OMSS as soon as possible within the master planning process;



(B) CCG will require its third party consultants to track and report to the Agency the number of Oakland residents the consultants employ;

(C) CCG will encourage its third party consultants to voluntarily create openings for internships and summer jobs for Oakland youth and young adults; and

(D) CCG will continue to negotiate a market rate lease with the Oakland Film Center in the master planning process; and

**FURTHER RESOLVED:** That Agency staff shall bring back to the CED Committee and the Agency Board a progress report regarding ENA implementation approximately six (6) months before the ENA Term is set to expire; and

**FURTHER RESOLVED:** That up to \$14,100,000 for infrastructure planning and design work will come from the following sources and be appropriated into new Projects to be established in Fund (9572):

- \$9,490,000 from the Joint Infrastructure Development Fund (9572), Oakland Army Base Organization (88679), Army Base Joint Infrastructure Development Project (S415810)
- \$3,010,000 from the Joint Infrastructure Development Fund (9572), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S415820)
- \$1,600,000 from the OBRA Federal and State Grant Fund (9577), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S433810)

and be it

**FURTHER RESOLVED:** That the Agency shall maintain control over the infrastructure master planning process and CCG cannot proceed with planning for Port elements, such as the Railyard and 7<sup>th</sup> Street Overpass, until directed to do so by Agency staff; and be it

**FURTHER RESOLVED:** That pursuant to Oakland Municipal Code section 2.04.051.B and for the reasons stated above and in the Agency Administrator's report accompanying this Resolution, the Agency Board finds that it is in the Agency's best interests to waive advertising and the request for proposal/qualifications process for the planning and design of infrastructure improvements for the Railyard and the 7<sup>th</sup> Street Overpass work and so waives the requirements; and be it

**FURTHER RESOLVED:** That the planning and design of infrastructure improvements for the Railyard and the 7<sup>th</sup> Street Overpass work is awarded to CCG in an amount not-to-exceed \$3,850,212 and be it

**FURTHER RESOLVED:** This action is exempt from the requirements of the California Environmental Quality Act (CEQA) for the reasons stated in the Agency Board Agenda Report and the Environmental Review Officer shall cause to be filed appropriate Notices of Exemption/Determination; and be it

**FURTHER RESOLVED:** That the Agency Administrator is authorized to take whatever other action is necessary to implement the Second Amendment to the ENA; and be it

**FURTHER RESOLVED:** That the Agency Counsel shall review and approve the agreement(s) authorized hereunder for form and legality and a copy or copies shall be placed on file in the Office of the City Clerk.

IN AGENCY, OAKLAND, CALIFORNIA, APR 5 2011, 2011

PASSED BY THE FOLLOWING VOTE:

AYES - BRUNNER, KERNIGHAN, NADEL, DE LA FUENTE, BROOKS, KAPLAN, SCHAAF AND CHAIRPERSON REID - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST

  
LATONDA SIMMONS

Secretary of the Redevelopment Agency  
of the City of Oakland, California

**Attachment B**

**Exhibits from the SAENA  
and**

**A Status Report of Current OAB Infrastructure Master Planning Contracts**

## Exhibit F

### Proposed OAB Master Planning, Design Work, and Regulatory Approval Team

<u>Proposed OAB Master Planning, Design Work, and Regulatory Approval Team</u>		<u>LBE</u>	<u>SLBE</u>	<u>MBE</u>	<u>WBE</u>
<b>Program</b>					
Architectural Dimensions	Program Management	X	X		
Turner Construction	Program Team Administration	X			
Acumen Building Enterprise, Inc	Scheduling	X	X	X	
<b>Design</b>					
AECOM	Master Electrical System Planning	X			
Acumen Building Enterprise, inc	Master Electrical System Planning	X	X	X	
Tucker Technology	Master Electrical System Planning	X	X	X	
BKF Engineers	Structural Engineering	X			
McLarand Vasquez Emsiek & Partners	Planning Design Services	X		X	
First American Title Company	Title Work				
Berlogar Geotechnical Consultants	Geotechnical Work				
BKF Engineers	Road Planning	X			
Jacobs Engineering Group, Inc.	7th Street Design	X			
BKF Engineers	7th Street Structural Peer Review	X			
BKF Engineers	Traffic Planning	X			
Industrial Railways Company	Rail Design				
AECOM	Rail Design Peer Review	X			
Kennedy/Jenks Consultants	Utilities Planning	X			
PGAdesign Inc	Landscape Design	X	X		X
Ruggeri-Jensen-Azar	Survey and Parcel Map				
Ruggeri-Jensen-Azar	Grading and Drainage				
<b>Contractors</b>					
Top Grade Construction	Pre Construction				
Flatiron West Inc	7th Pre Construction				
<b>Admin</b>					
Law Office of Mark Stice	Legal Services	X	X		
Finlayson/Williams Adley	Accounting/Audit	X	X	X	
		68.42%	21.22%	10.92%	2.81%

<u>On-Call Contracts</u>	<u>LBE</u>	<u>SLBE</u>	<u>MBE</u>	<u>WBE</u>
TransSystems	X			
HDR Engineering, Inc.				
URS Corporation	X			
Treadwell Rollo	X			
Dahlin Group				
MACTEC Engineering and Consulting, Inc.	X			
Innovative and Creative Environmental Solutions *				
Northgate Environmental Management Inc.*	X			

\* -- Environmental costs not included in the \$14.1 million budget

## Exhibit G1

### OAS Master Planning, Design Work, and Regulatory Approval Budget Agency Infrastructure

Surveys, Mapping, and Planning	\$2,541,888	
Demolition Planning	\$112,142	
Soils/Grading/Materials Handling	\$2,048,462	
Power Grid/Telecom Planning	\$1,495,228	
Public Roads & Utilities Planning	\$4,052,068	
	<u>\$10,249,788</u>	TOTAL

Note: Necessary environmental remediation activities not included

## Exhibit G2

### OAB Master Planning, Design Work, and Regulatory Approval Budget Port-Oriented Infrastructure

Rail Yard Design*	\$598,091	
7th Street Design*	<u>\$3,252,121</u>	
	\$3,850,212	TOTAL

\*Port-oriented projects

Note: Necessary environmental remediation activities not included

## **Exhibit H1**

### **Proposed OAB Master Planning, Design Work, and Regulatory Approval Scope of Services Agency Infrastructure Scope of Services**

#### **Program Management and Team Building**

The program management team members will ensure coordination of the consultants' efforts to produce the deliverables required for the approval of an infrastructure master plan and design bridging documents. The program management team will also include legal support and auditors to ensure compliance with local, state, and federal reporting requirements.

#### **Surveys, Mapping, and Planning**

In addition to the coordination of the necessary title work, the planning team will undertake the surveys and mapping necessary for the characterization of the property and the creation of a tentative map and specific plan.

#### **Demolition of Existing Buildings, Wharf**

The demolition team will conduct a structural assessment of the existing buildings and a plan for their deconstruction. They will produce plans for the temporary relocation of existing tenants, the preservation of historic elements, the environmental characterization of the materials, and the deconstruction of the buildings are necessary. Also performed will be a structural assessment of the existing wharf in the West Gateway, and, if necessary, the creation of a plan for its deconstruction.

#### **Materials Handling (Import and Surcharging, Rough Grading)**

The materials handling consultants will monitor the importing and surcharging of soil, necessary to avoid differential settlement issues, and develop associated handling procedures and a SWPP Plan, as well as investigate other potential remedies for the soil issues on the site. After the surcharging program, the sites will be rough-graded to the appropriate level determined by the soils team.

#### **Power Grid**

Future Port developments, including Shore Power and the electrification of the Outer Harbor Marine Terminal, will require study and coordination with the OAB power grid. It is also a goal of the City and Developer to make the development a green, sustainable project. The consultants will study how to address these issues in coordination with the vertical development team.

#### **Roads and Utilities**

Maritime Street and Burma Road are in need of replacement, and the existing utility systems across the base are failing. Replacing and realigning the roads will allow for better traffic flow within the former Oakland Army Base, enable the upgrading of the utility systems underneath, and provide access to the future Gateway Park. New utility systems that meet current green standards and can handle the proposed density of the new development are necessary. The consultants will determine the best roadway and utility corridor alignments and designs to meet these goals.

## **Exhibit H2**

### **Proposed OAB Master Planning, Design Work, and Regulatory Approval Scope of Services Port-Oriented Infrastructure Scope of Services**

#### **Program Management and Team Building**

The program management team members will ensure coordination of the consultants' efforts to produce the deliverables required for the approval of an infrastructure master plan and design bridging documents. The program management team will also include legal support and auditors to ensure compliance with local, state, and federal reporting requirements.

#### **Rail Yard and Marine Terminal Connection**

An independent rail yard will be the centerpiece of the Outer Harbor intermodal Terminal horizontal infrastructure program. This yard and its connection to the Outer Harbor marine terminals will enable the future expansion of the Port of Oakland to become a "first call" port. The rail yard consultants will explore design alternatives for the proposed rail yard to ensure the efficient use of space and the maximization of revenue. Coordination of the rail yard plans with the vertical development will be a key component of their efforts.

#### **7th Street Grade Separation**

It is proposed that 7<sup>th</sup> Street be elevated above the rail lines to allow future connection of the OHIT independent rail yard to the existing rail facilities. This will improve traffic flow within the Port, enhance air quality, and separate pedestrians and bicyclists heading to Middle Harbor Shoreline Park from the Port truck traffic. The \$3.4 million prescribed during this phase for the 7<sup>th</sup> Street project should provide a level of planning necessary to coordinate its development with the proposed OAB improvements and attract federal funding to finish the design.



	8/24/2011								Percentage Allocation				
	City					Port		Totals	total	agency	port		
	City Logistics	Port Logistics	West Gateway	North Gateway	Other City Infrastructure	Rail	7th Street						
AD	\$ 170,507	\$ 170,507	\$ 62,519	\$ 51,152	\$ 17,051	\$ 28,418	\$ 68,203	\$ 568,356	11.27%	\$471,735	13.96%	\$ 96,621	5.80%
Turner	\$ 76,587	\$ 76,587	\$ 28,082	\$ 22,976	\$ 7,659	\$ 12,765	\$ 30,635	\$ 255,290	5.06%	\$211,891	6.28%	\$ 43,399	2.60%
ACUMEN	\$ 26,094	\$ 26,094	\$ 9,568	\$ 7,828	\$ 2,609	\$ 4,349	\$ 10,438	\$ 86,980	1.73%	\$ 72,193	2.14%	\$ 14,787	0.89%
RJA	\$ 226,080	\$ 235,614	\$ 82,752	\$ 67,848	\$ 22,656	\$ 41,440	\$ 89,744	\$ 766,135	15.20%	\$634,951	18.82%	\$131,184	7.87%
Golden Pacific*	\$ 18,064	\$ 30,914	\$ 6,323	\$ 5,469	\$ 1,906	\$ 7,511	\$ 5,025	\$ 75,212	1.49%	\$ 62,676	1.86%	\$ 12,536	0.75%
Tetra Tech*	\$ 8,685	\$ 8,685	\$ 3,185	\$ 2,606	\$ 869	\$ 1,446	\$ 3,474	\$ 28,950	0.57%	\$ 24,029	0.71%	\$ 4,922	0.30%
Berlogar	\$ 173,615	\$ 173,615	\$ 63,659	\$ 52,084	\$ 17,361	\$ 28,936	\$ 69,446	\$ 578,715	11.46%	\$480,333	14.24%	\$ 98,382	5.90%
H.S.I.*	\$ 2,400	\$ 2,400	\$ 880	\$ 720	\$ 240	\$ 400	\$ 960	\$ 8,000	0.16%	\$ 6,640	0.20%	\$ 1,360	0.08%
Gregg*	\$ 6,450	\$ 6,450	\$ 2,365	\$ 1,935	\$ 645	\$ 1,075	\$ 2,580	\$ 21,500	0.43%	\$ 17,845	0.53%	\$ 3,655	0.22%
Pitcher*	\$ 16,380	\$ 16,380	\$ 6,006	\$ 4,914	\$ 1,638	\$ 2,730	\$ 6,552	\$ 54,600	1.08%	\$ 45,318	1.34%	\$ 9,282	0.56%
Lankelma*	\$ 6,450	\$ 6,450	\$ 2,365	\$ 1,935	\$ 645	\$ 1,075	\$ 2,580	\$ 21,500	0.43%	\$ 17,845	0.53%	\$ 3,655	0.22%
Exploration Geo.*	\$ 3,495	\$ 3,495	\$ 1,282	\$ 1,049	\$ 350	\$ 583	\$ 1,398	\$ 11,650	0.23%	\$ 9,670	0.29%	\$ 1,981	0.12%
C. Cruz*	\$ 900	\$ 900	\$ 330	\$ 270	\$ 90	\$ 150	\$ 360	\$ 3,000	0.06%	\$ 2,490	0.07%	\$ 510	0.03%
Subtronics*	\$ 900	\$ 900	\$ 330	\$ 270	\$ 90	\$ 150	\$ 360	\$ 3,000	0.06%	\$ 2,490	0.07%	\$ 510	0.03%
AECOM	\$ 124,452	\$ 131,122	\$ 45,498	\$ 37,358	\$ 12,490	\$ 23,191	\$ 48,892	\$ 423,004	8.39%	\$350,921	10.40%	\$ 72,083	4.32%
Northgate	\$ 51,464	\$ 51,464	\$ 18,870	\$ 15,439	\$ 5,146	\$ 8,577	\$ 20,586	\$ 171,547	3.40%	\$142,384	4.22%	\$ 29,163	1.75%
HDR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238,131	\$ -	\$ 238,131	4.72%	\$ -	0.00%	\$238,131	14.28%
IRC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000	2.48%	\$ -	0.00%	\$125,000	7.50%
PGA	\$ 41,393	\$ 41,393	\$ 15,177	\$ 12,418	\$ 4,139	\$ 6,899	\$ 16,557	\$ 137,977	2.74%	\$114,521	3.39%	\$ 23,456	1.41%
BKF	\$ 89,474	\$ 89,474	\$ 32,807	\$ 26,842	\$ 8,947	\$ 14,912	\$ 35,790	\$ 298,248	5.92%	\$247,546	7.34%	\$ 50,702	3.04%
Jacobs	\$ 18,258	\$ 16,268	\$ 156,570	\$ 5,477	\$ 1,826	\$ 3,043	\$ 649,841	\$ 853,273	16.93%	\$200,389	5.94%	\$652,884	39.16%
ICES	\$ 25,740	\$ 25,740	\$ 9,438	\$ 7,722	\$ 2,574	\$ 4,290	\$ 10,296	\$ 85,800	1.70%	\$ 71,214	2.11%	\$ 14,586	0.87%
Marc Stice	\$ 45,000	\$ 45,000	\$ 16,500	\$ 13,500	\$ 4,500	\$ 7,500	\$ 18,000	\$ 150,000	2.98%	\$124,500	3.69%	\$ 25,500	1.53%
Williams Adley	\$ 22,500	\$ 22,500	\$ 8,250	\$ 6,750	\$ 2,250	\$ 3,750	\$ 9,000	\$ 75,000	1.49%	\$ 62,250	1.85%	\$ 12,750	0.76%
Totals	\$1,154,888	\$1,183,942	\$ 572,755	\$ 346,563	\$ 115,682	\$ 566,321	\$ 1,100,717	\$5,040,868					
						\$ 3,373,830	\$ 1,667,038	\$5,040,868					

Local \$ 665,730 \$ 672,400 \$ 393,841 \$ 199,741 \$ 66,618 \$ 113,404 \$ 907,941  
 % 57.64% 56.79% 68.76% 57.63% 57.59% 20.02% 82.49%

TOTAL AGENCY LBE	51,996,330	PORT LBE	\$ 1,021,345	\$3,019,675	TOTAL LBE
	59.23%		61.27%		59.90%

Small Local \$ 264,101 \$ 264,101 \$ 96,837 \$ 79,230 \$ 26,410 \$ 44,017 \$ 105,640  
 % 22.87% 22.31% 16.91% 22.86% 22.83% 7.77% 9.60%

TOTAL AGENCY SLBE	\$ 730,679	PORT SLBE	\$ 149,657	\$ 880,336	TOTAL SLBE
	21.66%		8.98%		17.46%

Minority \$ 50,994 \$ 50,994 \$ 18,638 \$ 15,298 \$ 5,099 \$ 8,499 \$ 20,398  
 % 4.42% 4.31% 3.26% 4.41% 4.41% 1.50% 1.85%

TOTAL AGENCY MBE	\$ 141,083	PORT MBE	\$ 28,897	\$ 169,980	TOTAL MBE
	4.18%		1.73%		3.37%

Female \$ 41,393 \$ 41,393 \$ 15,177 \$ 12,418 \$ 4,139 \$ 6,899 \$ 16,557  
 % 3.58% 3.50% 2.65% 3.58% 3.56% 1.22% 1.50%

TOTAL AGENCY WBE	\$ 114,521	PORT WBE	\$ 23,456	\$ 137,977	TOTAL WBE
	3.39%		1.41%		2.74%

\*Subs

REVISED

**THIRD AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT  
AMB Property, L.P./California Capital Group**

This Third Amendment to the Exclusive Negotiating Agreement ("Third Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date"), by and among the REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a community redevelopment agency organized and existing under the California Community Redevelopment Law (the "Agency"), ProLogis Property, L.P. ("Prologis"), as successor-in-interest to AMB PROPERTY, L.P., a Delaware limited partnership ("AMB"), CALIFORNIA CAPITAL GROUP, a California general partnership ("CCG"), and CCIG Oakland Global, LLC ("CCIG"), a California limited liability company. Prologis and CCG are referred collectively to herein as "Developer." Together, the Agency and Developer are referred to herein as the "Parties."

Deleted: August

**RECITALS**

A. The Parties have previously entered into that certain Exclusive Negotiating Agreement, dated January 22, 2010, for the potential redevelopment of a portion of the former Oakland Army Base (the "Original Agreement").

B. On August 10, 2010, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment").

C. On April 11, 2011, the Parties entered into a Second Amendment to the Original Agreement (the "Second Amendment"). The Original Agreement, as amended by the provisions of the First Amendment and Second Amendment, is referred to herein as the "ENA". Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the ENA.

D. The Parties have entered into this Third Amendment to memorialize their agreement on: (1) the form of the Approved Contract to be used to engage consultants for master planning of the Agency-oriented Infrastructure as required by the Second Amendment; (2) the substitution of ProLogis, Property, L.P. for AMB under the ENA; and (3) CCG's assignment of all of its right, title, interest and obligations under the ENA to CCIG.

**AGREEMENT**

NOW THEREFORE, the ENA is hereby amended as follows:

1. Approved Contract. The Parties hereby agree that the form of the Consultant Agreement attached hereto as Exhibit L-1 is the "Approved Contract" pursuant to Section 1(b)(ii) of Exhibit L to the Second Amendment.

2. AMB/Prologis Merger. The Parties acknowledge that AMB Property Corporation, the parent company of AMB, has merged with ProLogis. AMB Property

Corporation is the surviving entity and has been renamed "ProLogis, Inc.". As a result of the merger, AMB has been renamed ProLogis Property, L.P. The Parties hereby agree that ProLogis Property L.P. shall be substituted for AMB under the ENA. Furthermore, ProLogis expressly agrees that it has succeeded to all obligations of AMB under the ENA.

3. CCG/CCIG Assignment and Assumption. CCG and CCIG have provided the Agency with a true and correct copy of that certain ENA Assignment and Assumption, dated July \_\_, 2011, whereby (subject to the Agency's approval), (a) CCG has assigned all of its right, title and interest in, to and under the ENA and the Port Infrastructure Specialized Service Agreement, dated August \_\_, 2011 (the "Port Infrastructure Agreement") entered into pursuant to Section 20 of the ENA, to CCIG, and (b) CCIG has expressly assumed all of CCG's obligations under the ENA and the Port Infrastructure Agreement. The Agency hereby approves of the foregoing assignment and assumption. Further, the Agency hereby agrees that, from and after the Effective Date, CCG shall have no further obligations or liability (y) under or with respect to the Master Planning services performed pursuant to Section 20 of the ENA, the corresponding Exhibit L to the Second Amendment or the Port Infrastructure Agreement, whether arising out of or concerning acts occurring prior to or after the Effective Date or (z) with respect to any other matters which first arise under the ENA after the Effective Date. Furthermore, as consideration for the Agency's consent to the ENA Assignment and Assumption, CCIG expressly agrees to assume all obligations and liabilities of CCG under the ENA whether such obligations and liabilities resulted from CCG's acts or failure to act prior to the Effective Date. Notwithstanding the foregoing, the Agency does not waive, release, or otherwise relinquish rights it has as an additional insured under insurance policies that provide coverage for CCG's acts in connection with the ENA. As further consideration for the Agency's consent to the ENA Assignment and Assumption, the parties agree that: (1) CCIG must first obtain Agency Board for City Council approval before executing any Consultant Agreement after the Effective Date of this Third Amendment which exceeds: (1) fifteen thousand dollars (\$15,000) if funding derives from Agency funds, or (2) one hundred thousand dollars (\$100,000) if funding derives from non-Agency funds; and (2) Section 13.3 of Exhibit D of the ENA is hereby amended by adding the following statement as the last sentence: "Subject to any precepting Federal requirements, the Community Benefits Agreement shall include a 50% local hire goal."

Deleted:

4. If at any time CCIG is determined by the Agency to be in default of its obligations under this agreement, among the Agency's other remedies, Agency may require CCIG to increase its capitalization to a level acceptable to the Agency in view of the increased risk to the Agency resulting from CCIG's failure to perform its obligations under this Agreement. The rights afforded the Agency under this provision do not limit or restrict any other rights the Agency may have under this Agreement, including, without limitation, the right to terminate CCIG without cause as set forth in Paragraph 43 of Exhibit L or the right of either party to terminate the ENA without cause on sixty days notice under Paragraph 2 (Term) of the Second Amendment to the ENA.

Deleted: [The parties are currently negotiating language giving the Agency the legal right to require CCIG to provide evidence of additional capitalization if the Agency reasonably determines that the Agency's risks have increased. Staff will provide in the Supplemental Agenda or read into the record the language finally agreed upon by the Parties.]

5. The Parties hereby agree that, except as amended by this Third Amendment, all other terms, conditions, and provisions of the ENA remain unchanged and in full force.

6. The persons signing this Third Amendment on behalf of Developer affirm that they are authorized to execute on Developer's behalf

[Signatures on following page]

IN WITNESS WHEREOF, this Third Amendment to the Exclusive Negotiating Agreement has been executed by the Parties and CCIG as of the date first written above.

**PROLOGIS, L.P.**,  
a Delaware limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

California Capital Group, a California general partnership,

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**CCIG OAKLAND GLOBAL, LLC**, a California limited liability company

By: California Capital & Investment Group, Inc.,  
a California corporation

Its: Sole Member

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

[Signatures continued on next page]

**AGENCY:**

**REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND**, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: \_\_\_\_\_  
Deanna J. Santana  
Agency Administrator

Approved as to form and legality:

By: \_\_\_\_\_  
Dianne Millner  
Agency Counsel

**Exhibit L-1  
Form of Approved Contract**

**[See attached]**

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

REVISED

Approved as to form and legality

2011 SEP 16 AM 9:33

Revised

  
City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. \_\_\_\_\_ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A THIRD AMENDMENT TO THE OAKLAND ARMY BASE EXCLUSIVE NEGOTIATING AGREEMENT, AS AMENDED (“ENA”) WITH AMB PROPERTY, L.P./CALIFORNIA CAPITAL GROUP (“DEVELOPER ENTITY”) CONSENTING TO A CHANGE IN THE DEVELOPER ENTITY TO PROLOGIS PROPERTY, L.P./CCIG OAKLAND GLOBAL, LLC, RESULTING FROM (1) THE REORGANIZATION AND MERGER OF AMB PROPERTY, L.P. INTO PROLOGIS PROPERTY, L.P.; AND (2) CALIFORNIA CAPITAL GROUP’S ASSIGNMENT OF ALL ITS INTERESTS AND OBLIGATIONS UNDER THE ENA TO CCIG OAKLAND GLOBAL, LLC

WHEREAS, the Redevelopment Agency of the City of Oakland and AMB Property, L.P./California Capital Group (together referred to as the “Parties”) entered into an Exclusive Negotiating Agreement, dated January 22, 2010, for the potential redevelopment of a portion of the former Oakland Army Base (the “Original Agreement”); and

WHEREAS, the Parties entered into a First Amendment to the Original Agreement (the “First Amendment”) on August 10, 2010, and a Second Amendment to the Original Agreement (the “Second Amendment”) on April 11, 2011; and

WHEREAS, the Original Agreement, as amended by the provisions of the First Amendment and Second Amendment, is referred to herein as the ENA; and

WHEREAS, AMB Property Corporation, the parent company of AMB Property, L.P. (“AMB”), has merged with ProLogis, and AMB Property Corporation, the surviving entity, has been renamed “ProLogis, Inc;” and

WHEREAS, as a result of the merger, AMB has been renamed ProLogis Property, L.P; and

WHEREAS, under the Second Amendment, the City waived its advertising and request for proposal/qualifications process, and agreed that California Capital Group (“CCG”), in its role as one of the Developer parties under the ENA, would contract with an approved team of various consultants and contractors (individually, “Subconsultant” or collectively, “Subconsultants”), and oversee and coordinate their activities to complete the planning and design work required for the construction of infrastructure, public utilities, and public streets on the former Army Base (the “Master Infrastructure Planning Work”); and

WHEREAS, CCG wishes to assign all of its rights, title, interests, and obligations in, to and under the ENA to CCIG Oakland Global, LLC, a related limited liability company; and



CCIG wishes to assume all of CCG's rights, title, interests and obligations under the ENA, including the contracting and oversight of consultants and contractors for the infrastructure planning and design work; and

**WHEREAS**, the ENA is personal to the Developer Entity and not assignable to any other person or entity without the written consent of the Agency Board, which may be given or refused in the Agency's sole and absolute discretion;

**WHEREAS**, existing City purchasing limits require City Council approval for any service contracts exceeding: (1) fifteen thousand dollars (\$15,000) if the contract funding derives directly or indirectly from Redevelopment Agency funds; or (2) one hundred thousand dollars (\$100,000) if the contract funding derives from non-Redevelopment Agency funds; and

**WHEREAS**, as a condition of the City's consent to the assignment to be documented in a Third Amendment ("Third Amendment") to the ENA, CCG/CCIG must agree that any contract with a previously approved Subconsultant or any new subconsultant for the Master Infrastructure Planning Work executed after the effective date of the Third Amendment be subject to prior City Council approval if the contract amount exceeds: (1) fifteen thousand dollars (\$15,000), if funded directly or indirectly by Redevelopment Agency funds; or (2) one hundred thousand dollars (\$100,000), if funded by non-Redevelopment Agency funds; and

**WHEREAS**, Section 13.3 of Exhibit D of the ENA (Schedule of Performance) requires the proposed Army Base developer to use reasonable efforts to negotiate a Community Benefits Agreement to be part of the Lease Disposition and Development Agreement ("LDDA") for the Army Base, which includes an immediate emphasis on workforce development and hiring for construction and operational phases of the proposed development; and

**WHEREAS**, as a further condition of the City's consent to the assignment to be documented in the Third Amendment, the City requires that Section 13.3 of ENA Exhibit D be amended to add a statement that, subject to any preempting Federal requirements, the Community Benefits Agreement include a 50% local hire goal; and

**WHEREAS**, because of the California Supreme Court's issuance of a partial stay in the matter of California Redevelopment Association v. Matosantos (S194861), the ability of redevelopment agencies to take some actions may be questionable until that litigation is resolved; and

**WHEREAS**, the Court's stay does not affect the ability of the City to execute the amended ENA; now, therefore, be it

**RESOLVED**: That the City Council hereby approves of

- 1) The assignment of CCG's rights, title, interests, and obligations in, to and under the ENA to CCIG Oakland Global, LLC,
- 2) CCIG's assumption of all of CCG's rights and obligations under the ENA; and
- 3) The replacement of AMB with ProLogis Property, L.P. as one of the Developer Parties to the ENA; and be it

**FURTHER RESOLVED**: That all contracts for previously approved Subconsultants or new subconsultants for the Master Infrastructure Planning Work executed by CCIG Oakland

Global, LLC, after the effective date of the Third Amendment be subject to prior City Council approval if the contract amount exceeds: (1) fifteen thousand dollars (\$15,000), if funded directly or indirectly by Redevelopment Agency funds; or (2) one hundred thousand dollars (\$100,000), if funded by non-Redevelopment Agency funds; and

**FURTHER RESOLVED:** That Section 13.3 of Exhibit D to the ENA be amended to add a statement that, subject to any preempting Federal requirements, the Community Benefits Agreement include a 50% local hire goal; and

**FURTHER RESOLVED:** That the City Administrator is authorized to negotiate and execute an exclusive negotiating agreement on the same general terms as the ENA, as further amended pursuant to the terms of the agenda report for this item reflecting the change in the Developer Entity to Prologis Property, L.P./CCIG Oakland Global, LLC, and the assumption of ENA obligations by the new entities and be it

**FURTHER RESOLVED:** That the City Administrator is authorized to take whatever other action is necessary to implement the ENA and the Third Amendment to the ENA; and be it

**FURTHER RESOLVED:** That the City Attorney shall review and approve the ENA and the Third Amendment authorized hereunder for form and legality, and a copy or copies shall be placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2011 SEP 16 AM 9:33

REVISED

Approved as to form and legality

*D. Miller*  
Agency Counsel

Revised  
REDEVELOPMENT AGENCY  
OF THE CITY OF OAKLAND

Resolution No. \_\_\_\_\_ C.M.S.

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**RESOLUTION AUTHORIZING THE AGENCY ADMINISTRATOR TO EXECUTE A THIRD AMENDMENT TO THE OAKLAND ARMY BASE EXCLUSIVE NEGOTIATING AGREEMENT (“ENA”) WITH AMB PROPERTY, L.P./CALIFORNIA CAPITAL GROUP (“DEVELOPER ENTITY”) CONSENTING TO A CHANGE IN THE DEVELOPER ENTITY TO PROLOGIS PROPERTY, L.P./CCIG OAKLAND GLOBAL, LLC, RESULTING FROM (1) THE REORGANIZATION AND MERGER OF AMB PROPERTY, L.P. INTO PROLOGIS PROPERTY, L.P.; AND (2) CALIFORNIA CAPITAL GROUP’S ASSIGNMENT OF ALL ITS INTERESTS AND OBLIGATIONS UNDER THE ENA TO CCIG OAKLAND GLOBAL, LLC**

**WHEREAS**, the Redevelopment Agency of the City of Oakland and AMB Property, L.P./California Capital Group (together referred to as the “Parties”) entered into an Exclusive Negotiating Agreement, dated January 22, 2010, for the potential redevelopment of a portion of the former Oakland Army Base (the “Original Agreement”); and

**WHEREAS**, the Parties entered into a First Amendment to the Original Agreement (the “First Amendment”) on August 10, 2010, and a Second Amendment to the Original Agreement (the “Second Amendment”) on April 11, 2011; and

**WHEREAS**, the Original Agreement, as amended by the provisions of the First Amendment and Second Amendment, is referred to herein as the ENA; and

**WHEREAS**, AMB Property Corporation, the parent company of AMB Property, L.P. (“AMB”), has merged with ProLogis, and AMB Property Corporation, the surviving entity, has been renamed “ProLogis, Inc;” and

**WHEREAS**, as a result of the merger, AMB has been renamed ProLogis Property, L.P; and

**WHEREAS**, under the Second Amendment, the Agency waived its advertising and request for proposal/qualifications process, and agreed that California Capital Group (“CCG”), in its role as one of the Developer parties under the ENA, would contract with an approved team of various consultants and contractors (individually, “Subconsultant” or collectively, “Subconsultants”), and oversee and coordinate their activities to complete the planning and design work required for the construction of infrastructure, public utilities, and public streets on the former Army Base (the “Master Infrastructure Planning Work”); and

**WHEREAS**, CCG wishes to assign all of its rights, title, interests, and obligations in, to and under the ENA to CCIG Oakland Global, LLC, a related limited liability company; and CCIG wishes to assume all of CCG's rights, title, interests and obligations under the ENA, including the contracting and oversight of consultants and contractors for the infrastructure planning and design work; and

**WHEREAS**, the ENA is personal to the Developer Entity and not assignable to any other person or entity without the written consent of the Agency Board, which may be given or refused in the Agency's sole and absolute discretion;

**WHEREAS**, existing Agency purchasing limits require Agency Board approval for any service contracts exceeding: (1) fifteen thousand dollars (\$15,000) if the contract funding derives directly or indirectly from Redevelopment Agency funds; or (2) one hundred thousand dollars (\$100,000) if the contract funding derives from non-Redevelopment Agency funds; and

**WHEREAS**, as a condition of the Agency's consent to the assignment to be documented in a Third Amendment ("Third Amendment") to the ENA, CCG/CCIG must agree that any contract with a previously approved Subconsultant or any new subconsultant for the Master Infrastructure Planning Work executed after the effective date of the Third Amendment be subject to prior Agency Board approval if the contract amount exceeds: (1) fifteen thousand dollars (\$15,000), if funded directly or indirectly by Redevelopment Agency funds; or (2) one hundred thousand dollars (\$100,000), if funded by non-Redevelopment Agency funds; and

**WHEREAS**, Section 13.3 of Exhibit D of the ENA (Schedule of Performance) requires the proposed Army Base developer to use reasonable efforts to negotiate a Community Benefits Agreement to be part of the Lease Disposition and Development Agreement ("LDDA") for the Army Base, which includes an immediate emphasis on workforce development and hiring for construction and operational phases of the proposed development; and

**WHEREAS**, as a further condition of the Agency's consent to the assignment to be documented in the Third Amendment, the Agency requires that Section 13.3 of ENA Exhibit D be amended to add a statement that, subject to any preempting Federal requirements, the Community Benefits Agreement include a 50% local hire goal; and

**WHEREAS**, because of the California Supreme Court's issuance of a partial stay in the matter of California Redevelopment Association v. Matosantos (S194861), the ability of redevelopment agencies to take some actions may be questionable until that litigation is resolved; now, therefore, be it

**RESOLVED**: That the Agency Board hereby approves of the following subject to Agency Counsel and the Agency Administrator determining if the Agency can take the actions authorized by this resolution under the terms of the partial stay in California Redevelopment Association v. Matosantos:

- 1) The assignment of CCG's rights, title, interests, and obligations in, to and under the ENA to CCIG Oakland Global, LLC,
- 2) CCIG's assumption of all of CCG's rights and obligations under the ENA; and
- 3) The replacement of AMB with ProLogis Property, L.P. as one of the Developer Parties to the ENA; and be it

**FURTHER RESOLVED:** That all contracts for previously approved Subconsultants or new subconsultants for the Master Infrastructure Planning Work executed by CCIG Oakland Global, LLC, after the effective date of the Third Amendment be subject to prior Agency Board approval if the contract amount exceeds: (1) fifteen thousand dollars (\$15,000), if funded directly or indirectly by Redevelopment Agency funds; or (2) one hundred thousand dollars (\$100,000), if funded by non-Redevelopment Agency funds; and

**FURTHER RESOLVED:** That Section 13.3 of Exhibit D to the ENA be amended to add a statement that, subject to any preempting Federal requirements, the Community Benefits Agreement include a 50% local hire goal; and

**FURTHER RESOLVED:** That the Agency Administrator is authorized to negotiate and execute a third amendment to the ENA reflecting the change in the Developer Entity to Prologis Property, L.P./CCIG Oakland Global, LLC, and the assumption of ENA obligations by the new entities and be it

**FURTHER RESOLVED:** That the Agency Administrator is authorized to take whatever other action is necessary to implement the Third Amendment to the ENA; and be it

**FURTHER RESOLVED:** That Agency Counsel shall review and approve the Third Amendment authorized hereunder for form and legality, and a copy or copies shall be placed on file in the Office of the City Clerk.

IN AGENCY, OAKLAND, CALIFORNIA, \_\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - BRUNNER, KERNIGHAN, NADEL, SCHAAF, DE LA FUENTE, BROOKS, KAPLAN, AND  
CHAIRPERSON REID

NOES -

ABSENT -

ABSTENTION -

ATTEST:

\_\_\_\_\_  
LATONDA SIMMONS  
Secretary of the Redevelopment Agency  
of the City of Oakland, California