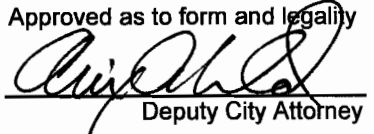


FILED
OFFICE OF THE CITY CLERK
OAKLAND

2012 MAY 31 PM 4:44

Approved as to form and legality

Deputy City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. 83933 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A 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 RELATING TO THE APPLICATION OF SPECIFIED COMMUNITY BENEFITS REGARDING THE DEVELOPMENT OF THE FORMER OAKLAND ARMY BASE, IN A FORM AND CONTENT SUBSTANTIALLY IN CONFORMANCE WITH THE ATTACHED DOCUMENTS, WITHOUT RETURNING TO CITY COUNCIL

WHEREAS, the City of Oakland (“City”) and the Port of Oakland (“Port”) own respective parcels of the former Oakland Army Base (“OARB”); and

WHEREAS, between 2000 and 2002, the Oakland Base Reuse Authority, the Redevelopment Agency of the City of Oakland, and the City adopted a Redevelopment Plan and a Base Reuse Plan for the Oakland Army Base Redevelopment Area; and

WHEREAS, to further implement the Redevelopment Plan and the Base Reuse Plan, the City entered into an Exclusive Negotiating Agreement (“ENA”) with Prologis Property, L.P. (as successor by merger to AMB Property, L.P.)/California Capital & Investments Group (“Master Developer”) to develop a portion of the former Army Base and to develop a Master Plan for certain City-owned and Port-owned properties, including portions of the former Army Base that is further described in the California Environmental Quality Act (CEQA) Addendum as the 2012 OARB Project (“2012 OARB Project”); and

WHEREAS, the ENA contains a Community Benefits requirement, which outlines topics for further discussion and consideration for inclusion as terms in a Lease Disposition and Development Agreement (“LDDA”) with the Master Developer; and

WHEREAS, the City convened a series of meetings and workshops with community stakeholders who focused specifically on the topic of local hiring; and

WHEREAS, the community stakeholders included Oakland WORKS, Revive Oakland!, the Alameda Labor Council, the Building and Construction Trades Council of Alameda County, the Construction Employers Association, and many other individuals and groups that became the

body called the Army Base Jobs Working Group (“Working Group”); and

WHEREAS, the Working Group, through a consensus building process, developed a set of recommendations which provided the framework for the negotiation of a Community Jobs Policy (“CJP”), which sets forth a Construction Jobs Policy and an Operations Jobs Policy; and

WHEREAS, the Construction Jobs Policy will apply to any prime contract, design/build contract, or construction management contract for work to be performed on the OARB, while the Operations Jobs Policy will apply to any lease or service contract with any entity that (a) may employ workers in Operations Jobs or (b) may enter into a subsequent contract under which Operations Jobs may be performed by another party; and

WHEREAS, the City and the community-based organizations, represented by a coalition of community groups (“Coalition”), which included members of the Working Group, wishing to maximize the opportunities that the development of the 2012 OARB Project can provide for quality employment and training for community residents, negotiated a Cooperation Agreement; and

WHEREAS, the Cooperation Agreement supports the successful development of the 2012 OARB Project by establishing the commitments of the parties entering into the Agreement to each other with respect to the Project and specifying a process for resolving certain controversies and avoiding litigation with regard to the Project; and

WHEREAS, the Cooperation Agreement requires, among other things, that the City (1) incorporate the Construction Jobs Policy and the Operations Jobs Policy as material terms in the LDDA with the Master Developer and in the City’s development agreements with other development partners for the OARB; (2) monitor the OARB developers to ensure that they comply with the Jobs Policies; and (3) ensure adequate staffing to perform the monitoring and enforcement; and

WHEREAS, in return, the Coalition agrees to release legal and administrative claims with regard to the project, and to support the Project; and

WHEREAS, costs for implementing the Cooperation Agreement are being calculated, but will include the following cost categories:

- Facilitating the creation and operation of the West Oakland Jobs Center
- Ongoing compliance monitoring for community benefits commitments
- Possible staffing of an Oversight Committee or Commission;

WHEREAS, potential sources of revenue to fund the implementation of the Cooperation Agreement include:

- Oakland WIB for the Jobs Center
- Advance on West Oakland Community Fund
- Billboard revenue
- Commercially viable community fee on tenants

- Possessory interest (property taxes) targeted to support OARB Community Benefits
- Business License Tax revenue targeted to support OARB Community Benefits
- Private contributions

WHEREAS, staff will return to the City Council to seek authorization for funding once costs and sources have been established; and

WHEREAS, the City previously prepared and certified/adopted the 2002 Oakland Army Base (“OARB”) Redevelopment Plan Environmental Impact Report, which was a “project level” EIR pursuant to CEQA Guidelines section 15180(b); the 2006 OARB Auto Mall Supplemental EIR and 2007 Addendum; and the 2009 Addendum for the Central Gateway Aggregate Recycling and Fill Project; while the Port prepared and adopted the Port’s 2006 Maritime Street Addendum (collectively called “Previous CEQA Documents”); now, therefore be it

RESOLVED: That the City Administrator is hereby authorized to negotiate and execute a Cooperation Agreement among the City of Oakland and Alameda County Building and Construction Trades Council, Alameda County Central Labor Council, and specified community-based organizations, relating to the application of specified community benefits regarding the development of the former Oakland Army Base, in a form and content substantially in conformance with the documents attached hereto as **Exhibit A**, without returning to City Council; and be it

FURTHER RESOLVED: That the City Council, based upon its own independent review, consideration, and exercise of its independent judgment, hereby finds and determines, on the basis of substantial evidence in the entire record before the City, that none of the circumstances necessitating preparation of additional CEQA are present. Thus, prior to approving the Cooperation Agreement, the City can rely on the Previous CEQA Documents and the 2012 OARB Initial Study/Addendum; and be it

FURTHER RESOLVED: That, specifically, the City Council affirms and adopts as its own findings and determinations the June 12, 2012, City Council Agenda Report, including without limitation the discussion, findings, conclusions, specified conditions of approval (including the Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (“SCA/MMRP”)), and the CEQA findings contained in **Attachment C** to the June 12 City Council Agenda Report, each of which is hereby separately and independently adopted by this Council in full, as if fully set forth herein; and be it

FURTHER RESOLVED: That the City Council finds and determines that this action complies with CEQA and the Environmental Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies; and be it

FURTHER RESOLVED: That the record before this Council relating to this action, includes without limitation those items listed in **Attachment C** to the June 12 City Council Agenda Report, as if fully set forth herein, which are available at the locations listed in said Exhibit; and be it

FURTHER RESOLVED: That the City Administrator and his or her designee is authorized to take whatever action is necessary with respect to negotiating and executing the Cooperation Agreement contemplated herein in support of the development on the former Oakland Army Base consistent with this Resolution and its basic purposes.

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 19 2012

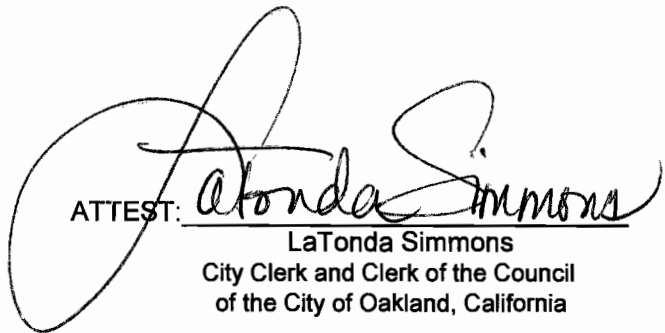
PASSED BY THE FOLLOWING VOTE:

AYES - ~~BRUNNER~~, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and PRESIDENT REID - 7

NOES - 0

ABSENT - 0

ABSTENTION - Brooks - 1

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

DATE OF ATTESTATION: _____

**COOPERATION AGREEMENT AMONG THE CITY OF OAKLAND, [AND
SPECIFIED LOCAL LABOR AND COMMUNITY-BASED ORGANIZATIONS]
REGARDING THE OAKLAND ARMY BASE PROJECT**

This Cooperation Agreement (“Agreement”) dated this ___ day of June, 2012 (“Effective Date”), is by and among the CITY OF OAKLAND, a California municipal corporation (“City”); and [TO COME] (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, attached to this Agreement as Attachment C.

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

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

“Construction Jobs Policy” will mean Attachment [] 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 Section [X].

“LDDA” will mean the Lease Disposition and Development Agreement or similar 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 Policy.

“Operations Jobs Policy” will mean Attachment [] to this Agreement.

“Project” will mean development of the Oakland Army Base as contemplated in the LDDA.

“Project Approval” shall mean [to come].

“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 Policy attached as Attachment A hereto and the Operations Jobs Policy attached as Attachment B hereto (together, the “Policies”) in substantially the same form and content as those attached, as material terms of the LDDA, and require 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. performed. [limitations on amendment of jobs policies is still under negotiation] 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.

C. Labor Peace. The City will include a term in the LDDA requiring Developers to ensure labor peace during all portions of Project construction, and requiring that any project labor agreement or project stabilization agreement be consistent with and facilitate compliance

with the Construction Jobs Policy.

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 August 15, 2012, the City will finalize the Scope of Work and selection criteria of an operator of the Jobs Center;
- ii. Not later than September 15, 2012, the City will release an RFP for an operator of the Jobs Center;
- iii. Not later than April 2013, the City will select an operator of the Jobs Center; and
- iv. On an annual basis, use best efforts to ensure adequate resources to sustain the Jobs Center’s start-up and ongoing operations.

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 Committee described in Section II.J. herein.

3. Investigation. The City will investigate any written complaint made to the City of non-compliance with the Policies. [subject to negotiation]

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 Construction Jobs Policy or the Operations Jobs Policy 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 Construction Jobs Policy and the Operations Jobs Policy to the Project.

2. Alternative Terms in Case of Conflict. Where a court of competent jurisdiction determines that application of provisions of the Construction Jobs Policy or the Operations Jobs Policy 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 adapt requirements of the Construction Jobs Policy and/or the Operations Jobs Policy into a set of contract provisions that advance the purposes of this Agreement to the maximum extent feasible without conflicting with federal or state law or with terms or conditions of the state or federal grant or contract in question. Such contract provisions will then replace relevant terms of the Construction Jobs Policy and/or the Operations Jobs Policy with regard to portions of the project for which this Policy would conflict with federal or state requirements. The Parties agree to comply with such replacement provisions, using the same procedures as this Agreement sets forth with regard to initial requirements.

K. Oversight Commission.

1. Reservation of Legislative Power. City commitments in this Section II are subject to reservation of the City Council's legislative authority. This Section states the City's intention, but does not bind the City Council to particular commitments or limitations in the enactment of legislation to advance the purposes of this Section.

2. Establishment. Through City ordinance, the City will establish and convene an Oversight Commission to assist in monitoring and enforcement of this Agreement.

The establishing ordinance will set 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 include representatives from the Oakland and West Oakland communities, organized labor, government, and employers. At least one of the community representatives will be appointed by and represent the West Oakland Community Advisory Group. [subject to negotiation]

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

- i. review implementation of this Agreement, and work with Parties to attempt to resolve issues that arise in implementation; and
- ii. review compliance of Project employers with the Construction Jobs Policy and the Operations Jobs Policy;
- iii. in cases where the Oversight Committee 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;
- iv. in cases where a negotiated remedy cannot be reached, act on behalf of the City to enforce the Policies.

5. Engagement with Implementation Committees. The Oversight Committee 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 _____, provide to the City suggestions for suitable locations readily accessible to West Oakland residents;
- ii. Not later than _____, provide input regarding the criteria for the selection of an operator of the Jobs Center;
- iii. Not later than _____, provide input to the City regarding the RFP for an operator of the Jobs Center;
- iv. Not later than _____, participate in the City's process to recruit and select an operator of the Jobs Center.
- v. 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 Policy. [subject to negotiation]

V. PROJECT SUPPORT AND CLAIMS RELEASE.

A. Project Support. [subject to negotiation] Each Community Party agrees that the terms of this Agreement, including the Community Jobs Policy and the Operations Jobs Policy, 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 any necessary 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, additional community benefits or mitigations related to job access or job quality with regard to the Project, or assisting other organizations or individuals in such public or private activities.

B. Litigation Release. [subject to negotiation] 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 this Agreement, or out of the Project Approvals, or out of the Project. 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.

C. Changes in Project Plans. Provisions of Sections V.A. and V.B. will not apply to aspects of Project scope and plans that substantially deviate from scope and plans set forth in the ENA.

VI. IMPLEMENTATION COMMITTEES.

[subject to negotiation]

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 first date after this Agreement has been executed by each Party. 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, II.H, II.I, II.J, and II.L of this Agreement prior to issuance of all Project Approvals. 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. [subject to negotiation]

L. 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.

M. 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.

N. 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.

O. 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

If to Community Parties:

If to the City:

[address]

P. 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.

Q. 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:

THE CITY OF OAKLAND,
a California municipal corporation

By: _____

Its: _____

[INSERT OTHER SIGNATORIES HERE]

List of Attachments:

Attachment A: Construction Jobs Policy

Attachment B: Operations Jobs Policy

Attachment C: ENA

ATTACHMENT A

Construction Jobs Policy Oakland Army Base Project

ATTACHMENT B

Operations Jobs Policy Oakland Army Base Project