

AGENCY COMPARISON **MATRIX**- KEY CONTRACTING DIVERSITY PROGRAM COMPONENTS FOR CONSTRUCTION PROJECTS

KEY PROGRAM COMPONENTS	PUBLIC AGENCIES							
	City of Oakland	Port of Oakland	Alameda Co. Public Works Agency	BART	OUSD	EBMUD	Oakland Housing Authority	City of Richmond
Formal Policies & Procedures	YES	YES	YES	YES	YES	YES	YES	YES
Business Utilization Goals								
SBE (Small Business Enterprise)	NO	Project specific goals covering	YES	NO	NO	50% Contracts Not Requiring	YES, Section 3 Businesses	10% Inclusion
LBE (Local Business Enterprise)	Min. 10% LBE + 10% SLBE (or 20% SLBE) +20% to Total Trucking Dollars, if applicable, > \$100K	LIABE(firms in Emeryville, Alameda, Oakland, San Leandro), LBABE (firms in Alameda & Contra Costa county,	YES	NO	Min. 10% LBE + 10% SLBE (or 20% SLBE) +20% to Total Trucking Dollars, if applicable, > \$100K	NO	NO (except for Section 3 businesses)	NO
SLBE (Small Local Business Enterprise)/SEED (Supplier Education and Economic Development)	Up to 20% Min. for Contract Awards > \$100K	SLBE/VSLBE (based on gross revenues avg over 3 yrs)	20% SLEB	NO	Up to 20% Min. for Contract Awards > \$100K	NO	NO	25% w/10% SLBE on 100K+
DBE (Disadvantaged Business Enterprise)	11.17% FY09/10	18.6% Federal Aviation Admin.	YES	25% Overall Project Specific	No	NO		Project Specific
M/EMBE (Minority/Ethnic Minority)	NO but tracks	NO	15% MBE	23% Subcontracting	NO	25%		NO

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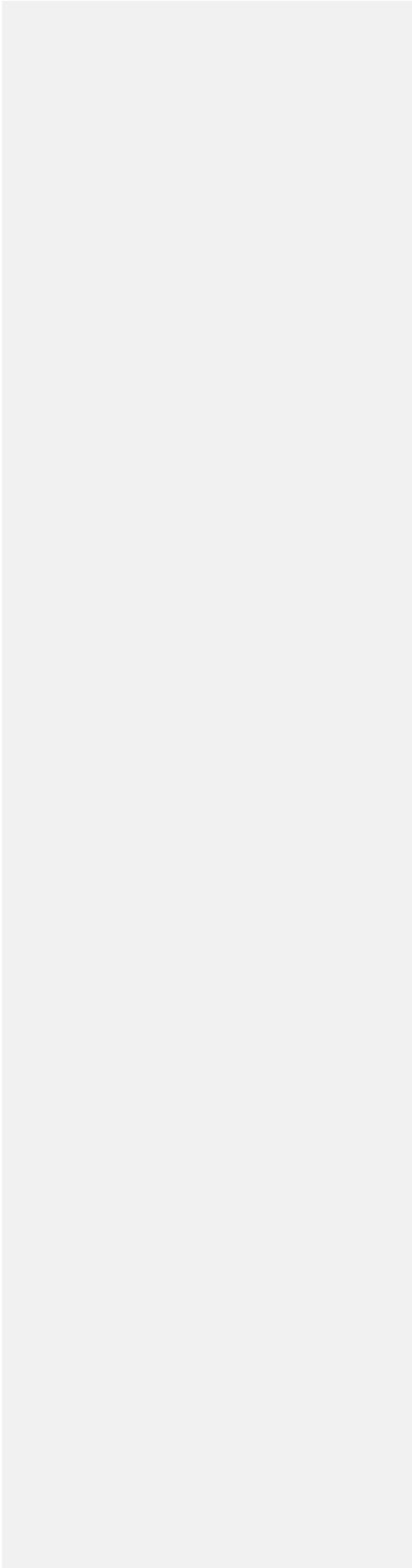
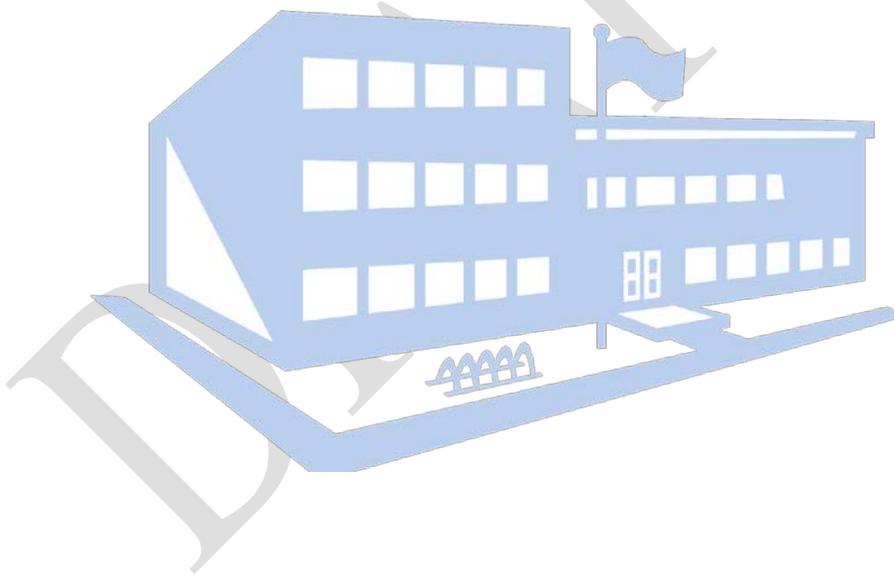
KEY PROGRAM COMPONENTS	PUBLIC AGENCIES							
	City of Oakland	Port of Oakland	Alameda Co. Public Works Agency	BART	OUSD	EBMUD	Oakland Housing Authority	City of Richmond
Workforce Utilization Program	YES 50% Oakland Resident workforce on a craft by craft basis; First new hire has to be Oakland Resident; 50% of new hires must be Oakland Resident; 15% Apprentice Work by Oakland resident	YES via Maritime Aviation PLA 50% work hours by Local Impact Area Residents; 20% Apprentice work hours by LIA; 2nd Priority to Local Business Area	YES - apprenticeship ratio: 1 apprentice hour for 5 hours of journey person; First Source Hiring Program	Selective Projects	NO	NO	NO, only for Section 3 Residents/ Businesses	First Source Agreements; 25% of total workforce hrs to local residents
Project Labor Agreement	NO	YES, SBE carveout, Local workforce & apprenticeship provisions, Social Justice Trust Fund	NO	Selective Projects PSA-DBE carveout, Local workforce & apprenticeship provisions, Social Justice Trust Fund	Yes, SBE carveout	NO	NO	Selective Projects

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	City of Oakland	Port of Oakland	Alameda Co. Public Works Agency	BART	OUSD	EBMUD	Oakland Housing Authority	City of Richmond
Wage Provisions	Living Wage And Equal Benefits Ordinance	Living Wage for Contracts over \$50K with 20 employees working at least 25% of their time on the Port-related work; Prevailing Wage	Prevailing Wages only	Prevailing Wages only	Prevailing Wages only	Prevailing Wages only	Prevailing Wages only	Prevailing Wages only

Emeryville Center for Community Life

Community Benefits Agreement



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I. OVERVIEW

The goal of the Community Benefits Agreement (CBA) for the Emeryville Center for Community Life Project (the Project) is to provide opportunities for broader community access to the project throughout the construction phase. Whether through opportunities for local businesses, providing local residents employment opportunities or ensuring Emeryville Unified school District youth have access to and are afforded an understanding of the careers within the construction trades; the ECCL Project provides a unique opportunity to for economic and social benefits to the economy of Emeryville.

The Prime Builder (Prime) is the entity that will have the greatest opportunity to implement the programs described within the CBA. Therefore, it is imperative that this CBA be incorporated into their contract and that the Prime agree to partner with the Emeryville Unified School District (the District) to implement the programmatic elements enumerated by the CBA. By incorporating the CBA into the Prime's contract and ensuring that the community benefits identified as part of the Prime's proposal are implemented, the District can ensure that the objectives of the CBA are met. Lastly, it is anticipated that the Prime will provide monthly reports to the District highlighting the efforts made toward accomplishing the objectives of the CBA and those within the Prime's proposal. The specific execution of these commitments and their associated objectives are detailed in the policies and programs listed below.

II. EXECUTIVE SUMMARY

Like most cities, the City of Emeryville has weathered a turbulent economic landscape of dwindling jobs and strained educational opportunities. The community benefits listed herein, while limited in duration, are meant to provide members of the community opportunities for employment (residents and businesses), education, and ongoing access to a one-of-a kind project partially funded by the residents of the city.

Based on this desire, to provide resources to the community, the District engaged a small local consulting firm to survey the community stakeholders and assess their concept of 'community benefits' they felt could be achieved during the construction of the Project. The overarching categories identified below were derived from conversations held between A Squared Ventures, Inc., (A²V) and numerous Emeryville stakeholders including, but not limited to, representatives from the City of Emeryville, the Emeryville Unified School District and Residents for a Livable Emeryville (RULE). A²V utilized the discussion with the stakeholders, their own expertise implementing similar programs and an understanding of best practices from other local agencies and private industries to develop a set of programs and policies that would support the desires expressed during the stakeholder meetings.. Therefore, with the community's input in mind, the following programmatic elements are proposed as the basis for the Project's Community Benefits Agreement that we recommend being adopted by the Prime:

- **Business Opportunities** – The Prime and their subcontractors will commit to recruiting local and/or small local business enterprises to serve as subcontractors and subconsultants on the Project, thereby supporting and recycling dollars within the local economy and enhancing contractor capacity.
- **Workforce Development** - The Prime and their subcontractors will call upon and recruit a labor pool of local, capable, and skilled workers seeking employment and compensate them with a living wage (for non-construction workers) or appropriate union wages (for construction workers). A primary objective of this component is for the Prime to hire at minimum eight construction workers who reside "locally" within the impact area, and two apprentices who reside within the City of Emeryville. Additionally any professional or administrative employment opportunities are expected to be sourced primarily from Emeryville and then the surrounding impact areas.
- **Youth Engagement** - The Prime and their subcontractors will use the Project as an avenue to expand upon educational opportunities for EUSD youth interested in the myriad of careers associated with the construction industry. Particular attention will be paid to incorporating science, technology, engineering and math and providing a paid or accredited internship opportunity to an EUSD student.

Moreover, the Prime, having worked on the pre-construction phase of the Project, will enter into a contract with the District for the construction of the Project. In the Prime's Lease-Back Construction Services Proposal, they commit to implementing several programs that would benefit the local community and residents. These programs will serve as a good complement to the programs highlighted within the CBA.

While the Prime will remain under contract with the District, it will be the City Council of Emeryville and the Board of Trustees of the Emery Unified School District, who together comprise the City/School Committee, that will oversee adherence to the agreements made herein. The Prime will in good faith comply with the approved components of the CBA and provide monthly reporting to the District evidencing their efforts to do so. It is therefore the goals of the District, as carried out through the implementation of the CBA to utilize the Project to enhance the economic and educational performance of the city and its residents.

III. BUSINESS OPPORTUNITES

Objective

To ensure local and small local business enterprises receive economic opportunities to serve as subcontractors and subconsultants on the Project, thereby promoting the regional economy.

Local Business Utilization: Impact Area and The East Bay Green Corridor

The Prime will first seek out local subcontractors and subconsultants located within Emeryville or the surrounding area defined by impact zip code and then those within the East Bay Green Corridor. Those local businesses located within one of the nine impact zip codes (the Impact Area) listed below will receive priority consideration by the Prime in receiving subcontracting or subconsulting work. The Prime must obtain documentation from all local/small subcontractors and subconsultants that they have established and maintain a business location within the Impact Area, and have maintained the location for the past six months at the time of consideration. Various agencies' local and small local certifications for businesses within the Impact Area will suffice as proof as well. The Prime must make good faith efforts to exhaust all possible Impact Area business opportunities prior to seeking subcontractors/subconsultants in the East Bay Green Corridor as defined below. It is the Prime's responsibility to retain all evidence of such good faith efforts and include these efforts in their monthly communications to the District.

Figure 1 "Local/Impact Area defined by zip codes located within or surrounding the City of Emeryville

Impact Area Zip Codes by City		
City of Emeryville	City of Berkeley	City of Oakland
94608	94702	94607
	94703	94609
	94710	94612

If no subcontractors/subconsultants are available within the Impact Area, the Prime will expand their recruitment efforts to include subcontractors/ subconsultants located within the East Bay Green Corridor. Cities located within the East Bay Green Corridor include Alameda, Albany, El Cerrito, Hayward, Richmond and San Leandro. The Prime must obtain documentation from all local/small subcontractors and subconsultants that they have established and maintain a business location within the East Bay Green Corridor, and have maintained the location for the past six months at the time of consideration. Various agencies' local and small local certifications for businesses within the East Bay Green Corridor will suffice as proof as well. The Prime must make good faith efforts to exhaust all

possible East Bay Green Corridor business opportunities prior to seeking subcontractors/Subconsultants outside of the impact area and the East Bay Green Corridor. It is the Prime's responsibility to retain all evidence of such good faith efforts and include these efforts in their monthly communications to the District.

Small Local Business Utilization

The Prime will make all possible attempts to engage in small local firm utilization as defined by the City of Oakland's Size Standards for Small Businesses. To be considered small, businesses must earn no more than thirty percent (30%) of the most recently published United States Small Business Administration's (SBA) Small Business Size Standards in the form of gross revenue (source: [http://www.sba.gov/sites/default/files/files/Size_Standards_Table\(1\).pdf](http://www.sba.gov/sites/default/files/files/Size_Standards_Table(1).pdf)). More specifically, size is based on the average gross revenues for the three most recent years of operation or by a given maximum number of employees. For example, the SBA's size standard for "special trade construction contractors" is \$14 million dollars; meaning small firms must make less than \$4.2 million dollars in order to be considered small. Various agencies' small business certifications that maintain size standards at or below the City of Oakland's small business size standards will suffice. The firm must also meet the local requirements designated above for Impact Area or East Bay Green Corridor. It is the Prime's responsibility to retain all evidence of such good faith efforts and include these efforts in their monthly communications to the District.

Figure 2 Example of Small Business Size Standard

Small Business Size Standard for Special Trade Construction Contractors	
US SBA Size Standard	City of Oakland Size Standard (30% of SBA Size Standard)
\$14 Million	\$4.2 Million

IV. WORKFORCE DEVELOPMENT

Objective

To call upon and recruit a local labor pool of capable and skilled workers seeking employment, while compensating them at a rate sufficient to live in dignity and to achieve economic self-sufficiency. The goal is to hire eight construction workers or administrative workers who reside "locally" within the impact area (as defined in Section III) and two additional construction workers or administrative workers who reside within the City of Emeryville for a total of ten local construction workers or administrative workers on the project. As required by the project in general, the construction workers must be paid the appropriate prevailing wages and the administrative staff must be paid at or above living wage as detailed below.

First Source - Local Hire

The Prime and its subcontractors will utilize name call procedures with the representative union hiring halls in recruiting available journeymen residing in the Impact Area. The Prime and its subcontractors will similarly recruit from the Impact Area for all administrative positions associated with the Project. The Prime shall notify the City/School Committee by documented means (i.e., U.S. Mail or e-mail) if a hiring hall cannot dispatch a Local Area journeyman or apprentice to the Project upon request by the Prime or their subcontractor(s). It is the Prime's responsibility to retain all evidence of such good faith efforts and include these efforts in their monthly communications to the District.

Local Apprentice and Pre-Apprenticeships

The Prime will coordinate a meeting with Cypress Mandela Training Program (Cypress) on behalf of the Project. The objective of the meeting will be to outreach to local Cypress graduates to discuss apprentice opportunities on the project and to provide potential local pre-apprentices with information about attending Cypress' 16 week program. In order to maximize the impact on local residents, the Prime must outreach to EUSD students and their parents through various means (e.g. PTA meetings, letters sent home through students, etc.) to encourage the parents and their children to attend the orientation and learn about the benefits of a career path in construction. The Prime will also create a packet of materials that outline the information shared during the session to be distributed to EUSD students who are unable to attend the meeting. This meeting must occur within the 1st Quarter after the start of construction on the Project. The Prime must work with Cypress to track EUSD students or graduates who enter the 16 week pre-apprentice training program, identifying those who graduate as well as those who are placed on the Project. The Prime shall also track any pre-existing EUSD students, EUSD graduates, and local Cypress graduates who are brought on the job as apprentices and journey level construction workers to evidence the impact of the meeting and collaboration with Cypress.

Local Apprentice Worker Rotation

The Prime will work with the construction trade unions to identify and implement local apprentice worker rotation opportunities on the project within the first quarter. Through this effort, the Prime and its subcontractors will commit to keeping as many local apprentices assigned to the Project for as long as feasibly possible by way of worker rotation as agreed to by the union. The rotation process should apply when a local apprentice completes their assignment under a given subcontractor. Then the Prime should seek to have that apprentice reassigned to a new task (potentially with another subcontractor) on the Project. This would be in an effort to provide consistent work for the apprentice to assist them in attaining the hours of work experience needed to advance in their apprenticeship stages. This would be implemented as long as the apprentice maintains good standing in their apprenticeship program per their governing union. It is the Prime's responsibility to retain all evidence of such good faith efforts, document these efforts and provide the associated documentation in their communications to the District on a quarterly basis.

Living Wage Compliance

The Prime will adhere to the City of Emeryville's Living Wage Ordinance for the non-construction workers who are performing work on the Project. Living Wage is defined as compensating a worker with no less than twelve dollars per hour including health benefits. If employer contributions are not paid on an hourly basis, the Prime will demonstrate to the

Comment [AM1]: Attach the Ordinance to the document and reference the attachment here.

City of Emeryville the hourly value of such benefits in order to receive credit for such payments to covered employees. It is the Prime's responsibility to retain all evidence of such good faith efforts and include these efforts in their monthly report to the District.

Prevailing Wage Compliance

The Prime will be required to ensure that all construction workers employed on the Project are paid the appropriate prevailing wages as required by the California Department of Labor Relations Industrial Code Section 1773. The Prime will be required to submit documentation of wages paid to all construction workers on the project employed by the Prime and all of the Primes subcontractors on a monthly basis to the District.

V. YOUTH ENGAGEMENT

Objective

To use the Project as an avenue to expand upon educational opportunities for EUSD youth interested in the myriad of careers associated with the construction of the Project.

Internship

The Prime *and/or the District* will sponsor one internship position to be placed under the direction and guidance of the District Architect (Roy Miller) throughout the duration of the construction project. The intern will be a EUSD student beginning their 11th year at time of selection. The intern will gain exposure and understanding of the design and building process typical to most construction projects. The Prime will sponsor the intern with a modest stipend for work performed. The intern will be responsible for assisting in creating ways to further include student involvement. The intern will work closely with the District Architect and teachers in developing lesson plans that incorporate the construction of the Project.

Learning Lab

The community at large will have access to information related to the Project by way of a Learning Lab. The Learning Lab will consist of an exhibit trailer located at the construction site comprised of easy-to-understand mockups of the planned construction and information regarding the Prime's approach to environmental sustainability related to the Project. The Prime will periodically hold publicized guided tours open to the public and EUSD school groups. The District and the Prime will utilize the Project to host quarterly meeting with District students to incorporate educational opportunities for learning and exploration, ranging from basic recycling principles for students in lower grades to more complex and sophisticated lessons in science, technology, engineering and math. The Prime will commit to making their engineers available to organized school groups wishing to learn more about real world applications of science, technology, engineering and math.

VI. COMMUNICATION

Objective

To reflect the City/School Committee's encouragement of open communication and facilitation of community building across diverse interests. Moreover, to ensure that the Prime adheres to the agreements made here within, while communicating effectively with all stakeholders for continual monitoring processes.

Reporting Requirements

The Prime will be required to submit reports to the District on the first business day of the ensuing month covering the prior periods' activities, results and good faith efforts as stipulated in each section. Each report will be preceded by an Executive Summary that includes a chart indicating the following levels: local and small local business utilization; local, EUSD student and EUSD graduate employment; update on status of the internship; the status of the establishment and utilization of the Learning Lab and updates on any other community related activities that the Prime participates in on behalf of its work on the Project.

VII. BIBLIOGRAPHY

Unknown. Port of Oakland, (2002). *Non-Discrimination and Small Local Business Utilization Policy for Alternative Project Delivery Approaches* (DOCUMENT 39577)

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Unknown. City of Oakland , Office of the City Administrator, Contracts and Compliance. (2012). *Local and Small Local Business Enterprise Program*

Unknown. Alameda County Transportation Authority and Alameda County Transportation Improvement Authority, (2008). *Local business Contract Equity Program*

Unknown. City and County of San Francisco, Office of Economic and Workforce Development. (2010). *Administrative code chapter 6, Public Works Contracting Policies and Procedures, Subsection 6.22(g)*.

Emery Unified School District
Resolution No. _____

Resolution No _____, Declaring the Board's Intent to Consider Proposals for Joint Occupancy Related to the ECCL Joint Occupancy Project, Making Related Findings, and Authorizing Staff to Take Related Action.

WHEREAS, California Education Code section 17515 *et seq.* sets forth a process whereby a school district may enter into leases and agreements relating to real property and buildings to be used jointly by a school district and other entit(ies) (a "joint occupancy" agreement);

WHEREAS, the Emery Unified School District ("District") has been exploring the possibility of a partnership with the City of Emeryville ("City") for the construction and joint occupancy of the Emery Center for Community Life ("ECCL");

WHEREAS, California Education Code section 17520 requires that, before a school district may enter into a joint occupancy agreement, the district must follow a specific procedure for obtaining and considering proposals for joint occupancy;

WHEREAS California Education Code section 17521 requires that the board, in a regular open meeting, adopt a resolution declaring its intent to consider proposals for the joint occupancy;

WHEREAS, the aforementioned resolution to be adopted must:

- Describe the proposed site where the building is to be constructed;
- Specify the intended use of the portion of the building that is to be occupied by the District; and
- Fix a time not less than 90 days thereafter for a public meeting where the board shall receive and consider all plans or proposals submitted.

WHEREAS, California Education Code section 17522 requires that notice of adoption of the resolution and the time and place of holding the meeting be given by publishing the resolution at least once per week for three weeks in a newspaper of general circulation published in the District;

WHEREAS, California Education Code section 17523 requires the board, at the time and place fixed in the resolution, to meet and consider all plans and proposals submitted for the joint occupancy of the building to be constructed on the proposed schoolsite;

WHEREAS, after the consideration of all plans and proposals which are submitted, the Board has the discretion to select the plan or proposal that best meets the needs of the school district (subject to review by the State Board of Education) and enter into a contract incorporating that plan or proposal either as submitted or as revised by the board.

NOW THEREFORE, BE IT RESOLVED:

1. The proposed site where the building(s) are to be constructed is the Emery Secondary School site.
2. The portion of the building to be occupied by the District shall be used for the operation of schools, an administrative office building, playing fields, and a library;
3. On _____ the Board shall meet to receive and consider all plans or proposals submitted;
4. Staff are directed to publish this resolution at least once per week for three weeks in a newspaper of general circulation with in the district.

The foregoing resolution was adopted by the Governing Board of the Emery Unified School District at its regularly held meeting on December __, 2012.

AYES:
NOES:
ABSENT:
ABSTAINED:

EMERY UNIFIED SCHOOL DISTRICT

Attest:

, President

, Secretary to the Board