

COOPERATION AGREEMENT AMONG THE PORT OF OAKLAND AND SPECIFIED OAKLAND COMMUNITY-BASED ORGANIZATIONS

This Cooperation Agreement (“Agreement”) dated this 7th day of September, 2017 (“Effective Date”), is by and among the **CITY OF OAKLAND**, a municipal corporation, acting by and through the Board of Port Commissioners (“Port”) and the undersigned community-based organizations: **East Bay Alliance for a sustainable Economy (EBASE)**, **International Union of Machinists and Aerospace Workers Local 1584**, **International Longshore and Warehouse Union Local 6**, **International Longshore and Warehouse Union, International**, **Communities United for Restorative Youth Justice (CURYJ)**, **Oakland Community Organizations (OCO)**, **Movement Strategy Center (on behalf of Urban Peace Movement)**, **ACCE Institute**, **Oakland Parents Together**, **Oakland Works Coalition**, **West Oakland Environmental Indicators Project**, **Oakland Private Industry Council, Inc.** and **West Oakland Neighbors** (each a “Community Party” or collectively, “Community Parties”) (together, the “Parties”).

RECITALS

A. The Port is working to advance development and operation of a portion of the former Oakland Army Base for warehouse and logistics purposes, and has entered into an Exclusive Negotiating Agreement (“ENA”) with CenterPoint Properties Trust (CNT) and its approved successors, assigns and transferees (“Developer”) for the development, leasing, subleasing and operation of the Seaport Logistics Complex on the former Oakland Army Base.

B. The Project is in furtherance of the Port’s obligation to administer and maintain California state lands for public trust purposes and to develop and operate harbor facilities for commerce. The Project would enhance the Port’s near-dock logistics capacity. The Port further wishes to ensure that the Project would not disadvantage the local workforce and to mitigate any economic, job displacement and tax revenue impacts of the industrial, commerce and transportation uses of the former Oakland Army Base for local residents and communities.

C. The undersigned Community Organizations, representative of various resident, social service, worker and labor organizations, wish to secure through administrative, political and legal means certain commitments from the Port relating to employment and training opportunities at the Project as part of the Port’s mitigation efforts.

D. The Parties wish to agree on the economic mitigations that would provide for work and job training opportunities and to forego and settle any potential administrative or legal disputes between the Parties that may arise from the approval of the Project.

For the considerations set forth in the “RECITALS” and in this Agreement, the Parties hereby agree as follows:

I. DEFINITIONS

As used in this Agreement, the following capitalized terms have the following meanings. All

definitions include both the singular and plural form.

“Agreement” means this Cooperation Agreement, including all attachments.

“Community Party” or “Community Parties” is defined in the introductory paragraph.

“Developer” is defined in Recital A.

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

“Employer” has the meaning set forth in the Operations Jobs Policy.

“ENA” is defined in Recital A.

“Jobs Center” has the meaning set forth in the Operations Jobs Policy.

“Lease Agreement” means that ground lease entered into by the Port and Developer respecting the development, lease and operation of the Project.

“On-Site Job” has the meaning set forth in the Operations Jobs Policy.

“Operations Jobs Policy” means Attachment A to this Agreement.

“Port” is defined in the introductory paragraph.

“Project” means the development, leasing and operation of the Seaport Logistics Project on the Project Site. If the Developer and the Port successfully negotiate the terms of a lease on all or a portion of the Expansion Area as defined in the Lease, then this definition shall be expanded to include the development, leasing and operation of the leased expansion area.

“Project Approval” means any approval or action by the Port or its Board of Commissioners or by any government or regulatory agency required for the Project (including any discretionary action or approval required under the California Environmental Quality Act, any planning or zoning permits or any environmental permit issued by any federal, state or local regulatory agency), including, but not limited to, any such approvals or actions taken to approve or implement any leases, subleases, permits or operations of the Project.

“Project Site” means the land described as the approximate 27-acre parcel of land at the Seaport Logistics Complex as described in Exhibit A of the ENA. If Developer and Port successfully negotiate the terms of a lease on all or a portion of the approximate 97-acre Expansion Area as defined in the Lease, then “Project Site” shall also include the leased portions of the Expansion Area.

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

“Working Group” means the Port of Oakland Jobs & Workforce Development Stakeholder Working Group established by the Executive Director to support the monitoring and compliance of the Operations Jobs Policy.

II. PORT RESPONSIBILITIES.

A. Inclusion of Terms in Lease Agreement. The Port will include the Operations Jobs Policy, in substantially the same form and content as set forth in Attachment A, as a material term of the

Lease Agreement. The Port will include, as material terms of the Lease Agreement, provisions requiring Developer and its Successors to (i) comply with the Operations Jobs Policy, and (ii) ensure inclusion of the Operations Jobs Policy as a material term of all contracts under which any On-Site Jobs will be performed. The Port will require the Developer to include the Operations Jobs Policy as a material term of all subleases and all contracts under which any On-Site Jobs will be performed. At least four weeks prior to initial consideration by a public body of amendments to the Operations Jobs Policy or to terms of the Lease Agreement that directly relate to or limit the application or enforcement of the Operations Jobs Policy, the Port will provide the proposed amendments to the Community Parties and the Working Group for review. The Port will require the Developer to notify the Port immediately upon entering into any sublease agreement for any facility on the Project Site. If the Developer and the Port successfully negotiate the terms of a lease on all or a portion of the Expansion Area as defined in the Lease (“Expansion Area Lease”), the Port and Community Parties agree that the Port will include the Operations Jobs Policy in substantially the same form and content as set forth in Attachment A as a material term to that Expansion Area Lease, and will provide an executed copy of the Expansion Area Lease to Designated Representatives of the Community Parties.

B. Jobs Center.

1. Designation and Retention. The West Oakland Job Resource Center shall be the initial entity designated by the Port to perform the functions set forth for the “Jobs Center” in the Operations Jobs Policy.

2. Funding. The Port shall provide at least \$50,000 per year for five years, to the West Oakland Job Resource Center (WOJRC). Such funding shall be provided only under a contractual agreement requiring the recipient to perform functions required by the Port to advance the purposes of the Operations Jobs Policy, including reporting requirements regarding placements and referrals. If at any point during this five-year period the WOJRC is no longer in existence, cannot perform functions of the Jobs Center, or is no longer the Jobs Center designated pursuant to Section II.B.1 above, then the Port, with concurrence of a majority of the Community Parties, may direct remaining funding installments to one or more other local entities that can perform such functions. If in such case the Port cannot reach concurrence with a majority of Community Parties after reasonable efforts over at least three meetings, then the Port may allocate remaining funding installments to one or more other local entities that can perform functions of the Jobs Center, at its discretion.

C. Monitoring and Enforcement.

1. Port Staff. The Port will designate Port staff or an agent to monitor and enforce the terms of this Agreement and the terms of the Operations Jobs Policy.

2. Investigation. In order to obtain information sufficient to determine compliance with the “Worker Qualifications” provisions of the Operations Jobs Policy, the Port shall, among other monitoring actions, and subject to the rights of the Port under the Operations Jobs Policy, require Employers to inform the Port in writing of each determination to subject a position or set of positions to a background check, the “Background Exception” upon which the check is based, and the Directly Related Convictions (as defined in the Operations Jobs Policy) that would be considered disqualifying as a part of a background check, with sufficient documentation to enable the Port to assess compliance with relevant provisions of the Operations Jobs Policy, in advance of hiring for that position or set of positions. The Port will provide to the Working Group, upon request, information regarding Employers’ asserted justifications for use of background checks, and the Port’s determinations regarding such asserted justifications, under applicable standards of the Operations Jobs Policy. At no point will the Port share

information in violation of applicable law, or that includes identifying information regarding individual workers or job applicants.

3. Compliance. The Port will use best efforts to ensure compliance by Employers with the Operations Jobs Policy, including investigating any written complaint made to the Port of non-compliance with the Operations Jobs Policy. Where evidence clearly establishes that an Employer is substantially non-compliant with the Operations Jobs Policy after a warning by the Port and a reasonable opportunity to cure, the Port will pursue remedies provided for in the Operations Jobs Policy against the subject Employer that are reasonably designed to bring about compliance.

4. Use of Liquidated Damages. Any monetary damages, including liquidated damages, collected by the Port pursuant to the terms of the Operations Jobs Policy will be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Agreement.

D. Federal and State Funding.

1. Segregation. Where the application of 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 Port will, where administratively feasible, segregate federal or state funds from Port funds, and/or segregate project administration and contracts, so as to maximize application of the Operations Jobs Policy to the Project. Parties understand and recognize that the use of any and all Port land, funds and assets are subject to the Public Trust Doctrine and the terms and conditions of state grant of trust lands to the Port, as trustee, and are subject to oversight and directions of the State of California acting through the California State Lands Commission; therefore, should said State Lands Commission determine that the application or implementation of the Operations Jobs Policy violates the Public Trust Doctrine or the conditions or terms of the grant of state lands, the Port shall not be obligated to segregate any Port funds or assets.

2. Alternative Terms in Case of Conflict. Where (a) a court of competent jurisdiction determines that application of provisions of the Operations Jobs Policy is prohibited by federal or state law, (b) 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 or (c) where such application would violate the Public Trust doctrine or the conditions or terms of the grant of state land, 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 Port will work collaboratively with the Community Parties to adapt such provisions to the restrictions imposed by the court, the funding agency or the State of California, advancing the goals of the Operations Jobs Policy to the greatest extent permitted. Adapted requirements agreed to by the Port and the relevant court, funding agency or the State of California shall be applied to relevant portions of the Project, and shall automatically become terms of the Operations Jobs Policy.

E. Stakeholder Working Group.

1. Purpose and Establishment. The Port's Executive Director shall establish the Port of Oakland Jobs & Workforce Development Stakeholder Working Group, with the intention that members of the Working Group provide to the Port technical expertise, analysis, and recommendations related to the planning and programming of non-construction jobs and workforce development initiatives at the Port of Oakland. The Working Group will focus on job training, access, and quality at the Seaport Logistics Project, as well as other significant sources of non-construction

employment at the Port's former Oakland Army Base property.

2. Members. The Port's Executive Director shall appoint thirteen Working Group members, using the following categories:

1. Director of the Port of Oakland's Social Responsibility Division (or designee);
2. Port of Oakland staff member;
3. two members of the Revive Oakland Coalition;
4. two members of the Oakland Works Coalition;
5. Director or other representative of the Unity Council's One-Stop Career Center;
6. Peralta Community College District Liaison;
7. representative of a workforce development provider located in the Port's Local Impact Area (Alameda County WIB);
8. two representatives of employers operating at the Port, including at least one warehouse operator of the CenterPoint development;
9. one representative from a labor union that represents workers at the Port; and
10. one worker employed on Port property, designated by the WOJRC.

3. Operation. The Port will initiate the first meeting of the Working Group for orientation purposes within four weeks prior to commencement of construction of the Seaport Logistics Project. The Working Group will begin monthly meetings not less than three months prior to the commencement of operations at the Seaport Logistics Complex, otherwise known as the official launch. The full body of the Working Group may establish a subgroup to hold additional meetings between the first meeting and regular meetings. The Working Group members will establish voting procedures and other administrative procedures for Working Group operation.

4. Activities. The Working Group will assist the Port of Oakland in the monitoring of the progress of and compliance with the Operations Jobs Policy. While the focus of the Working Group may evolve over time, the group will work as follows:

- Making recommendations to the Port of Oakland related to the implementation of the Operations Jobs Policy.
- Roles of Port staff include collecting compliance data, preparing progress reports for the Working Group, and taking enforcement actions.
- Progress reports will be provided by the Port bi-monthly during the first 18 months and quarterly thereafter to the Working Group, whereby the Working Group will approve reports, and may make recommendations to the Port of Oakland that facilitate goal attainment or enforcement of the Operations Jobs Policy.
- The Working Group will request that employers attend meetings as necessary in order to troubleshoot directly in order to attain compliance with the Operations Jobs Policy.
- The Working Group and the Port will request data from the WOJRC, and the WOJRC will provide, data available to the WOJRC on the race, ethnicity and gender of those seeking employment and placed in employment in the operations jobs at the Project. This data will be provided to the Working Group on a regular basis, at least quarterly.
- The Port will provide to the Working Group available data on the race, gender and ethnicity of construction workers on the Project, as requested by the Working Group.
- The WOJRC, and any other entities receiving Port funding related to implementation of the Operations Jobs Policy, shall attend all meetings of the Working Group, in order to provide input and assistance to the Working Group in performing its functions.
- Updates and recommendations of the Working Group will be presented to the Port

- Commission as part of the regularly scheduled Port OAB project updates.
- Frequency of reports and data points (compliance records) are based on terms of the Operations Jobs Policy.
- Working Group members will provide available data as requested by any Working Group member to assess compliance and meet reporting requirements.
- Over the long term, the Working Group will also focus on:
 - advising and assisting the Port with the creation and development of a workforce pipeline for Port related careers (Maritime and Aviation).
 - assisting the Port of Oakland in maintaining strong workforce development partnerships with industry.
 - monitoring employment issues related to all future warehouses on the OAB property at the Port.

5. Advisory Nature. The Working Group will serve as an informal advisory body to the Port. Recommendations and actions of the Working Group are not recommendations or actions of the Port, and do not bind the Port. The Working Group, by two-thirds vote, may elect to sunset the Working Group at its discretion after the first 18 months of implementation of the Operations Jobs Policy, if the Working Group determines that it has served its primary purposes and other avenues for public transparency and input are established.

III. PROJECT SUPPORT AND CLAIMS RELEASE.

A. Project Support. Each Community Party and the Community Parties agree that, in consideration for the terms of this Agreement, and for as long as the Port is not in violation of this Agreement as determined by a court of competent jurisdiction and the Operations Jobs Policy is included as a material term in the Lease Agreement, each Community Party and the Community Parties agree: (1) to take a public position, denoted in writing provided to all Parties and available to the public, in favor of Project Approvals except where those Project Approvals involve actions by the Port or its Board of Port Commissioners or any government or regulatory agency (a) for which the handling or storage of hazardous, toxic or environmentally harmful materials or weapons or other combat-related materials at the Project is a primary focus or (b) where the applicant is a commercial tenant or potential commercial tenant other than the Developer with a history of court-determined violations of law related to workers' rights or protections; (2) to refrain from demanding from the Port, any public entity, or Developer, through either public positions or private lobbying activities, community benefits or mitigations related to job access or job quality with regard to the Project in addition to those contained in this Agreement or the Operations Jobs Policy; and (3) to refrain from assisting other organizations or individuals in such public or private activities. Nothing in this Agreement prevents a Community Party or the Community Parties from: (i) advocating for measures to facilitate implementation of the Operations Jobs Policy and this Agreement, including changes to this Agreement, or for resources for the Jobs Center, or (ii) exercising its right to freedom of speech or petition before the Board, any public entity, any court or any regulatory agency relating to any violation of law by any entity operating at or proposing to operate at the Port, including any violation of any constitutional, federal, state or local laws relating to the handling or storage of hazardous, toxic, or environmentally harmful materials or to protecting workers' rights. The Parties agree that this project support section applies only to the Project occurring under the Lease Agreement, and any Expansion Area Lease as defined in Section II (A), and not to any other projects occurring under other development agreements, including other projects undertaken by Developer on nearby sites.

B. Litigation Release. Each Community Party and the Community Parties do hereby

release and forever discharge and hold harmless the Port and its Commissioners, officers, agents, servants, employees, predecessors, successors and assigns, and each of them ("Port 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 attorney's fees and costs, which each Community Party or the Community Parties, their successors, or assigns can, shall or may have against any of the Port Parties, related to or arising out of any Project Approval. Each Community Party and the Community Parties agree 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 any Project Approval, including those not known or disclosed, and the undersigned expressly waives 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 Port has violated terms of this Agreement.

Each Community Party and the Community Parties acknowledge that it is familiar with California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Community Party and Community Parties hereby waives and relinquishes all rights and benefits which it has or may have under California Civil Code Section 1542 and any statute, rule and legal doctrine in this or any other jurisdiction to the same or similar effect as Section 1542 to the full extent that it may lawfully waive and relinquish such rights and benefits.

C. Changes in Project Plans. Provisions of Sections III.A. and III.B. will not apply (a) to aspects of the Project that substantially and materially deviate from the following: a logistics facility on the Project Site to promote commerce at the Port that, excluding the Expansion Area, comprises an approximate 400,000 square foot building on approximately 27 acres, (b) in the event that the Project employs fewer than 80 employees when fully operational, (c) to aspects of the Project in the Expansion Area that substantially or materially deviate from the following: logistics and warehousing facilities on an approximate 97-acre Expansion Area, or (d) in the event that the Port, without the written consent of the Community Parties, agrees to any substantive modification of the Operations Jobs Policy or enters into or modifies any other agreement that modifies or limits the application or enforcement of the Operations Jobs Policy.

IV. MISCELLANEOUS

A. Contact Person. Within 30 days of having entered into the Lease Agreement, the Port and each of the Community Parties will designate a contact person ("Designated Representative") for all

matters related to implementation of this Agreement. Each coalition will forward the name, address and phone number of the Designated Representatives 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, 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; provided however, if the holding by the court substantially deprives or voids the material consideration to any one of the Parties, then the entire agreement shall be terminated.

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 injunctive relief remedies as described below. Such injunctive relief remedies may be exercised or 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 the power to award, any monetary damages, although to the extent that funds are required to be expended or provided by this Agreement, or liquidated damages are specified in the Operations Jobs Policy, the court will have power to compel the party in question to expend or provide those funds. Each Party will bear its own fees and other costs of such court action.

J. Effective Date. The Effective Date of this Agreement will be the date specified in the introductory paragraph. Except as described in Section IV.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 Port will have no responsibilities pursuant to this Agreement prior to execution of the Lease Agreement. Notwithstanding the above, after the Effective Date, the Port will not take any action inconsistent with this Agreement or that would impede eventual satisfaction of terms of this Agreement.

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

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

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

O. Construction. Each of the Parties has had the opportunity to be advised by counsel with regard to this Agreement. Accordingly, this Agreement will not be strictly construed against any Party,

and any rule of construction that any ambiguities be resolved against the drafting Party will not apply to this Agreement.

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

Katherine O'Hara, Executive Director
East Bay Alliance for a Sustainable Economy (EBASE)
360 14th Street 4th Floor
Oakland, CA 94612

Don Crosatto
International Union of Machinists and Aerospace Workers Local 1584
436 MCCORMICK ST
SAN LEANDRO, CA 94577

Chris Castaing, Secretary-Treasurer
International Longshore and Warehouse Union Local 6
99 Hegenberger Road
Oakland, CA 94621

Ray Familathe, Vice President
International Longshore and Warehouse Union, International
1188 Franklin Street
San Francisco, CA 94109

George Galvis, Executive Director
Communities United for Restorative Youth Justice (CURYJ)
2285 International Blvd.
Oakland, CA 94606

Ron Snyder, Interim Executive Director
Oakland Community Organizations (OCO)
7200 Bancroft Avenue, #2
Eastmont Mall
Oakland, CA 94605

Rachel Burrows, Managing Director
Movement Strategy Center (on behalf of Urban Peace Movement)
436 14th St #500, Oakland, CA 94612

Christina Livingston, Executive Director
ACCE Institute
2501 International Blvd Suite D
Oakland, CA 94605

Henry Hitz, Executive Director
Oakland Parents Together
440 Santa Clara Avenue
Oakland, CA 94610

Robyn Hodges, West Oakland Resident Member
Oakland Works Coalition
c/o WOEIP
349 Mandela Parkway
Oakland, CA 94607

Margaret Gordon, Co-Director
West Oakland Environmental Indicators Project
349 Mandela Parkway
Oakland CA 94607

Gay Plair Cobb, Chief Executive Officer
Oakland Private Industry Council, Inc.
1212 Broadway #100
Oakland, CA 94612

If to the Port:

Amy Tharpe
Director
Social Responsibility Division
Port of Oakland
530 Water Street
Oakland, CA 94607

With a copy to:

Danny Wan
Port Attorney
Port of Oakland
530 Water Street
Oakland, CA 94607

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

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

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

CITY OF OAKLAND, a municipal corporation,
acting by and through its Board of Port Commissioners,

By _____
J. CHRISTOPHER LYTLE
Executive Director

Date: _____

**EAST BAY ALLIANCE FOR A SUSTAINABLE
ECONOMY (EBASE)**

By _____
Authorized Signature
Katherine O'Hara, Executive Director

Date: _____

**INTERNATIONAL UNION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL 1584**

By _____
Authorized Signature
Don Crosatto, _____

Date: _____

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION LOCAL 6**

By _____
Authorized Signature
Chris Castaing, Secretary-Treasurer

Date: _____

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, INTERNATIONAL

By _____
Authorized Signature
Ray Familathe, Vice President

Date: _____

COMMUNITIES UNITED FOR RESTORATIVE
YOUTH JUSTICE (CURYJ)

By _____
Authorized Signature
George Galvis, Executive Director

Date: _____

OAKLAND COMMUNITY ORGANIZATIONS
(OCO)

By _____
Authorized Signature
Ron Snyder, Interim Executive Director

Date: _____

MOVEMENT STRATEGY CENTER (on behalf of
URBAN PEACE MOVEMENT)

By _____
Authorized Signature
Rachel Burrows, Managing Director

Date: _____

ACCE INSTITUTE

By _____
Authorized Signature
Christina Livingston, Executive Director

Date: _____

OAKLAND PARENTS TOGETHER

By _____
Authorized Signature
Henry Hitz, Executive Director

Date: _____

OAKLAND WORKS COALITION

By _____
Authorized Signature
Robyn Hodges, West Oakland Resident Member

Date: _____

WEST OAKLAND ENVIRONMENTAL
INDICATORS PROJECT

By _____
Authorized Signature
Margaret Gordon, Co-Director

Date: _____

OAKLAND PRIVATE INDUSTRY COUNCIL, INC.

By _____
Authorized Signature
Gay Plair Cobb, Chief Executive Director

Date: _____

WEST OAKLAND NEIGHBORS

By _____
Authorized Signature
Ray Kidd, Co-Chair

Date: _____

List of Attachments:

Attachment B: Operations Jobs Policy

ATTACHMENT B

**Operations Jobs Policy
Seaport Logistics Complex**