

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SAN MATEO REGARDING THE
APPLICATION OF THE SAN FRANCISCO LOCAL HIRING POLICY FOR
CONSTRUCTION LOCATED WITHIN SAN MATEO COUNTY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and shall be effective on the first day of June, 2011 by and between San Mateo County ("SMC") and the City and County of San Francisco, a municipal corporation ("SF"), acting by and through its Director of the Office of Economic and Workforce Development ("OEWD").

RECITALS

WHEREAS, Subsection 6.22(G) of the San Francisco Administrative Code, otherwise known as the San Francisco Local Hiring Policy for Construction (the "Local Hiring Ordinance"), establishes mandatory local hiring requirements for certain City public work or improvement projects, including but not limited to City projects constructed in whole or in part within the boundaries of SMC; and

WHEREAS, The Local Hiring Ordinance authorizes the Director of OEWD to negotiate reciprocity agreements with other local jurisdictions, provided that such agreements advance the goals of the Local Hiring Ordinance;

WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") is negotiating an agreement with JobTrain, a community based organization located in SMC, under which the SFPUC would provide funding to support JobTrain's pre-apprenticeship program, Project Build, to prepare economically disadvantaged residents of SMC and other counties for work of SFPUC construction projects; and

WHEREAS, SMC funds and provides job training programs and employment centers through its Human Services Agency and its participation, grant funding and contracting with such entities as PeninsulaWorks and JobTrain.

NOW THEREFORE, the Parties agree as follows:

1. For a Covered Project (as defined in the Local Hiring Ordinance) located in whole or in part within the boundaries of San Mateo County (a "SMC Covered Project"), the terms "Local Resident" and "Disadvantaged Worker" as used in the Local Hiring Ordinance, shall for purposes of such SMC Covered Project, each include and refer to an individual who is domiciled within SMC at least seven (7) days prior to commencing work on the SMC Covered Project, in addition to an individual who is domiciled within SF at least seven (7) days prior to commencing work on the SMC Covered Project.
2. SF will require Contractors working on SMC Covered Projects to strive to balance their compliance with the applicable mandatory participation level of the Local Hiring Ordinance by hiring an equal number of residents domiciled in SMC and SF.
3. SF will allow Contractors and subcontractors working on SMC Covered Projects to request conditional waivers from the applicable mandatory participation level under the Local Hiring Ordinance by sponsoring apprentices from graduates of either SMC's Project Build program or SF's CityBuild program.
4. This MOU is a reciprocity agreement pursuant to the Local Hiring Ordinance, and SF shall notify each bidder for an SMC Covered Project and each Contractor awarded a contract for a SMC Covered Project, of the terms of this MOU.
5. This MOU shall remain in effect so long as the Local Hiring Ordinance is in effect and applicable to SMC Covered Projects; provided this MOU may be earlier terminated only by the written mutual agreement of the Parties.
6. The parties agree to periodically review and discuss the impact and effectiveness of this MOU and that the first such review shall occur no later than June 1, 2018, and every seven years thereafter.

7. If any provision of this MOU or any application thereof to any person, entity, circumstance, or SMC Covered Project shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities circumstances, or SMC Covered Projects, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the full extent permitted by law.

8. This MOU may be modified only in writing and by mutual consent of the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties may be by U.S. mail or by fax, and shall be addressed as follows:

If to SCM: County Manager
County of San Mateo
400 County Center
Redwood City, CA 94063
Fax: (650) 363 - 1916

With a copy to: County Counsel
County of San Mateo
400 County Center, 6th Floor
Redwood City, CA 94063
Fax: (650) 363 - 4034

If to SF: Director
Office of Economic and Workforce Development
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 448
San Francisco, CA 94102
Fax: (415) 581-2368

With a copy to: Office of the City Attorney
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 234
San Francisco, CA 94102

Fax: (415) 554-47459. This MOU between the County of San Francisco and the County of San Mateo regarding the application of the San Francisco Local Hiring Policy for

Construction Located within San Mateo County may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

COUNTY OF SAN MATEO

Dated: _____

By: _____

CAROLE GROOM, PRESIDENT
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

CITY AND COUNTY OF SAN FRANCISCO

Dated: 6/2/11

By: _____

EDWIN M. LEE, MAYOR
CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

By: _____

GUILLERMO RODRIGUEZ
DIRECTOR, CITYBUILD

APPROVED AS TO FORM:

COUNTY OF SAN MATEO
JOHN C. BEIERS
County Counsel

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

DENNIS J. HERRERA
City Attorney

By: _____

Deputy City Attorney

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COUNTY OF SAN MATEO

Dated: June 2 2011

By: Carole Groom
CAROLE GROOM, PRESIDENT
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

By: _____
EDWIN M. LEE, MAYOR
CITY AND COUNTY OF SAN FRANCISCO

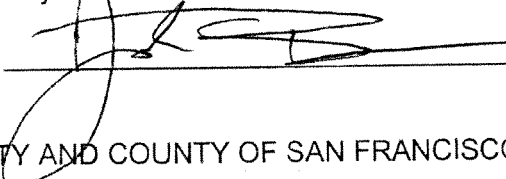
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City Attorney

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