

FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION
and
EQUAL OPPORTUNITY EMPLOYMENT PROGRAM
between
CITY AND COUNTY OF SAN FRANCISCO
and
PARKMERCED INVESTORS PROPERTIES, LLC

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THIS FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION AND EQUAL OPPORTUNITY EMPLOYMENT PROGRAM (this "Agreement") is entered into as of , by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through the Director of the Office of Economic and Workforce Development ("OEWD"), and PARKMERCED INVESTORS PROPERTIES, LLC, a Delaware limited liability company, its permitted successors and assigns ("Project Sponsor") (each, a "Party", collectively, the "Parties").

RECITALS

A. The City and Project Sponsor entered into a Development Agreement ("DA"), effective as of July 9, 2011, in which the City received or will receive certain public benefits and Project Sponsor received the vested right to develop the project as specifically defined in the DA (the "Project"). Capitalized terms not defined herein shall have the meaning provided in the DA.

B. The Project includes 5,679 net new dwelling units, 1,538 rent-controlled Replacement Units, 310,000 square feet of commercial space, 64,000 square feet of recreational/fitness center/community use, 100,000 square feet of building and property management use, 25,000 square feet of educational use, and net new off-street parking for up to 6,252 vehicles, all as set forth in the DA, at the following property: 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site").

C. The Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA.

D. Pursuant to 28 U.S.C. 2901 et seq., the City's Office of Workforce and Economic Development ("OEWD") carries out the responsibilities of the local Workforce Investment Board for the geographic area of San Francisco, California. OEWD operates a First Source Hiring Program, as set forth in Chapter 83 of the City's Administrative Code ("Chapter 83"), to create employment opportunities for qualified Economically Disadvantaged Workers. Section 6.6.1 of the DA and Chapter 83 requires Project Sponsor to comply with all the provisions of Chapter 83 that apply to the DA, and to enter into a First Source Hiring Agreement.

E. Section 6.11 of the DA also requires that City and Project Sponsor negotiate and enter into an agreement for an Equal Opportunity and Employment Program, which is subject to

the approval of Developer, the OEWD Director and the Planning Director. The parties intend and agree that this Agreement shall satisfy the requirements of entering into a First Source Hiring Agreement under Section 6.6.1 of the DA and Chapter 83 and entering into an agreement for an Equal Opportunity and Employment Program under Section 6.11 of the DA. In implementing this Agreement, the OEWD Director shall work with CityBuild program ("CityBuild") staff and the Contract Management Division of the City Administrator's Office ("CMD"), as more particularly described below.

F. This Agreement shall be binding on and inure to the burden and benefit of all successor owners of any portion of the Site, and Project Sponsor shall assign and the successor owners shall assume the applicable provisions of this Agreement in writing at the time of any transfer. Upon Project Sponsor's valid transfer and assignment, Project Sponsor shall be relieved of all further obligations under this Agreement with respect to the transferred property.

NOW THEREFORE, incorporating the above recitals, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Project Sponsor covenant and agree as follows:

DEFINITIONS

"Business Day". Any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

"CityBuild Academy". An 18-week training program at the City College of San Francisco, that is jointly-sponsored by CityBuild, or any successor program designated by the OEWD Director.

"CityBuild Program". The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

"Commercial Tenant". A tenant of a commercial building located on the Project Site with the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer. Tenant shall not include any residential tenants or owner/operators of commercial businesses who are not tenants within the Project.

"Consultant". A person or company that has entered into a professional services contract for monetary consideration with Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural, or environmental engineering of the Project.

"Contractor". A person or company that has entered into a construction contract for monetary consideration with Project Sponsor to build or construct all or a portion of the Project.

"Economically Disadvantaged". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, et seq.), as may be amended

from time to time, or (b) designated as by the CityBuild Program as an individual at risk of relying upon, or returning to, public assistance.

“Entry Level Position”. A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years of training or specific preparation, and shall include temporary and permanent jobs. The types of Entry Level Positions that may be available include, but are not limited to, the following:

- (i) Administrative Assistant or Receptionist
- (ii) Maintenance Worker or Facilities Specialist
- (iii) Janitorial Service Worker
- (iv) Entry-level Technician
- (v) Customer Service Associate
- (vi) Clerk or Coordinator
- (vii) Transportation Worker
- (viii) Other entry-level architectural, engineering or professional service worker not requiring education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation.

“Job Notification”. Written notice of a job request from a Contractor to OEWD for any hiring opportunities.

“Local Business Enterprise (“LBE”)”. A business that is certified as an LBE by CMD under Chapter 14B of the San Francisco Administrative Code.

“Qualified”. An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the Job Availability Notices required under this Agreement for a specific job.

“Referral”. A referral is an individual member of the CityBuild Referral Program who has received training appropriate to entering the construction industry workforce.

1. GENERAL PROJECT SPONSOR OBLIGATIONS

1.1 Development Phase. Pursuant to Section 3.4.4 of the DA, prior to the commencement of each Development Phase, Project Sponsor will submit to the City Planning Department a Development Phase Application which includes the following: (i) an overall summary of the proposed Development Phase; (ii) a site plan that clearly indicates the parcels subject to the proposed Development Phase; (iii) the amount of new residential and commercial square footage and the number of net new units in the proposed Development Phase; (iv) the existing buildings that would be demolished in the proposed Development Phase; (v) the number of BMR and Replacement Units to be Completed during the proposed Development Phase; (vi) a description and approximate square footage of any land to be dedicated to the City or vacated by the City in the proposed Development Phase; (vii) a brief description of each proposed Community Improvement and Mitigation Measure to be Completed during the proposed Development Phase with specific references to the pages in the Parkmerced Plan Documents

containing detailed descriptions and schematic drawings of each improvement, and calculations showing that the Proportionality, Priority and Proximity Requirements of the Phasing Plan will be satisfied; and (viii) a general description of the proposed order of construction of the private development and Community Improvements within the proposed Development Phase. The Project Sponsor shall submit a copy of each such Development Phase Application to the Department of City Planning, CityBuild, and CMD pursuant to the Notice provisions herein.

1.2 Single Point of Contact. The person specified under Section 9 herein to receive Notice on behalf of the Project Sponsor shall represent the Project Sponsor's "Workforce Liaison" and shall represent the point of contact with CityBuild, OEWD, and CMD regarding the obligations of this Agreement.

1.3 Reporting: Annual Review. Pursuant to Section 56.17 of the Administrative Code as of the Effective Date of the DA, at the beginning of the second week of January each year (the "Annual Review Date"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. Not more than sixty (60) days and not less than forty-five (45) days prior to the Annual Review Date, Developer shall provide a letter to the Planning Director and the Parties of this Agreement containing evidence to show compliance with this Agreement. Such report shall include a summary of Project Sponsor's attainment of the LBE Participation Goals. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer (consulting with CityBuild, OEWD, and CMD) and all other available evidence regarding Developer's compliance with this Agreement. CityBuild, OEWD, and CMD may each at their own discretion provide information to or contact the Planning Director regarding Developer's compliance with this Agreement. All such available evidence including final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement.

1.4 Owners and Residents of Residential Units. Notwithstanding anything contract in this Agreement, the owners or residents of the residential units in the Project shall have no obligations under this Agreement or any of its Exhibits.

2. FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION ACTIVITIES

2.1 Project Sponsor Obligations. After the Effective Date, the Project Sponsor shall include in each construction contract with a Contractor a provision requiring such Contractor to execute a First Source Hiring Agreement with the City in the form attached hereto as Exhibit A (with any substantive changes subject to the prior approval of the Parties) and (ii) complete and provide to the City the CityBuild Workforce Projection Form attached hereto as Exhibit B. Project Sponsor shall make good faith efforts to provide to OEWD the Contractor's signed acknowledgement of receipt of the First Source Hiring Agreement and CityBuild Workforce Projection Form attached hereto as Exhibit C within ten (10) business days of execution of such contract.

2.2 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration as defined by Chapter 83 and shall provide

referrals of Qualified Economically Disadvantaged Workers for employment on the construction of the Project as required under Chapter 83.

3. FIRST SOURCE HIRING PROGRAM FOR PROFESSIONAL SERVICES

3.1 Project Sponsor Obligations. After the Effective Date, the Project Sponsor shall include in each professional services contract with a Consultant a provision requiring such Consultant to execute a First Source Hiring Agreement in a form attached hereto as Exhibit D (with any substantive changes subject to the prior approval of the Parties), and execute the Professional Services First Source Hiring Form, attached hereto as Exhibit E. Project Sponsor shall make good faith efforts to provide to City the Consultant's signed acknowledgement of receipt of the First Source Hiring Agreement and Professional Services First Source Hiring Form attached hereto as Exhibit F within ten (10) business days of execution of such contract.

3.2 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration as defined by Chapter 83 and shall provide referrals of Qualified Economically Disadvantaged Workers for the Entry Level Positions with Consultants.

4. FIRST SOURCE HIRING PROGRAM FOR COMMERCIAL TENANTS

4.1 Agreements with Commercial Tenants. After the Effective Date, the Project Sponsor include in each Lease executed by and between the Project Sponsor and a Commercial Tenant a lease addendum in a form substantially similar to attached hereto as Exhibit G. For purposes of clarity, such requirement and the obligations of the First Source Hiring Program shall apply solely to Commercial Tenants of buildings constructed by the Project. Such lease addendum shall require that the Commercial Tenant execute the Tenants First Source Hiring Form, attached hereto as Exhibit H. Project Sponsor shall make good faith efforts to provide to OEWD the Consultant's signed acknowledgement of receipt of the First Source Hiring Agreement and Tenants First Source Hiring Form attached hereto as Exhibit I within ten (10) business days of execution of such Lease. The First Source Hiring Agreement attached hereto as Exhibit G may be amended from time to time by the mutual consent of the Project Sponsor and the City.

4.2 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration as defined by Chapter 83 and shall provide referrals of Qualified Economically Disadvantaged Workers for the permanent jobs located within the commercial spaces of the Project.

5. ENFORCEMENT OF FIRST SOURCE HIRING AGREEMENT

5.1 First Source Hiring Agreement. This Agreement is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. As stated in Section 83.12(f) of the Administrative Code, so long as Project Sponsor fulfills its mandatory First Source Hiring Program obligations under Sections 1, 2.1, 3.1, and 4.1 of this Agreement, Project Sponsor shall be deemed to have fulfilled its obligations under Chapter 83 and shall not

be held responsible for the failure of a Contractor, subcontractor, Consultant, Commercial Tenant, or any other person or party to comply with the requirements of Chapter 83.

5.2 Prior to the initiation of any enforcement action or remedy under this Agreement, the Party claiming default shall deliver to the other Party a written notice of default (a "Notice of Default"). The Notice of Default shall specify the reasons for the allegation of default with reasonable specificity. If the alleged defaulting Party disputes the allegations in the Notice of Default, then that Party, within twenty-one (21) calendar days of receipt of the Notice of Default, shall deliver to the other Party a notice of non-default which sets forth with specificity the reasons that a default has not occurred. The Parties shall meet to discuss resolution of the alleged default. If, after good faith negotiation, the Parties fail to resolve the alleged default within thirty (30) calendar days after receipt of the notice of non-default, then the Party alleging a default may institute legal proceedings to enforce the terms of this Agreement. For any default relating to the First Source Hiring provisions of this Agreement, City shall have such rights and remedies as set forth in Chapter 83.

5.3 OEWD shall (1) advise Project Sponsor, in writing, of any alleged breach on the part of the Project Sponsor, Project's Contractors, Subcontractors or tenants with regard to participation in the First Source Hiring Program, and (2) work with Project Sponsor, Contractor, Subcontractors, and tenants as applicable, to create a corrective action plan to address any violations before seeking remedies against the party in breach, including but not limited to any assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. Project Sponsor shall make good faith efforts to assist City with City's enforcement of the any First Source Hiring Agreement against the applicable Contractor, Subcontractor or Commercial Tenant.

6. LOCAL BUSINESS UTILIZATION PLAN

6.1 Purpose. In connection with the design and construction of the Project, Project Sponsor desires to continue its strong history of community outreach designed to foster opportunities for disadvantaged businesses by voluntarily offering opportunities to CMD-Certified Local Business Enterprises.

6.2 LBE Participation Goal. Project Sponsor agrees to participate in a Local Business Enterprise Hiring Program, and CMD agrees to work with Project Sponsor in this effort, as set forth in this Section 6. As long as this Agreement remains in full force and effect, Project Sponsor shall make a good faith effort to ensure that at least fifteen percent (15%) of the cost of all Contracts for the Project are awarded to CMD Certified, Qualified LBEs (the "LBE Participation Goal"). If Project Sponsor, Consultants, and Contractors do not meet the LBE Participation Goal, they may nonetheless satisfy the requirements and obligations of this Agreement by satisfying the good faith obligations of Section 6.3 herein.

6.3 Good Faith Obligations. If Project Sponsor does not meet the LBE Participation Goal or is not meeting the LBE Participation Goal, it can satisfy the requirements of this Agreement by undertaking the following good faith obligations:

6.3.1 Designate a Workforce Liaison to work with CMD as required by Section 1.2 herein;

6.3.2 Notify CMD in writing of all upcoming Contracts at least five (5) business days before advertisement date and allow at least ten (10) business days before bids are due after such advertisement date;

6.3.3 If a pre-bid meeting or other similar meeting is held with proposed Contractors or Consultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization;

6.3.4 Make good faith efforts to enter Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs;

6.3.5 Use nondiscriminatory hiring criteria (for the purposes of clarity, Project Sponsor's exercise of its subjective aesthetic taste in hiring decisions for architects and other design professionals shall not be deemed discriminatory and (ii) Project Sponsor's exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory);

6.3.6 Include in each contract the requirements of this Section 6, including the LBE Participation Goal;

6.3.7 Maintain records of LBEs that are awarded contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD to identify a strategy to meet the LBE goal, and,

6.3.8 During construction, the Workforce Liaison shall prepare annual report of LBE Participation Goal attainment and submit to CMD as required by Section 1.3 herein.

6.4 CMD Obligations:

6.4.1 During the five (5) business day notification period for advertisement of upcoming Contracts required by Section 6.3.2 herein, CMD shall send Project Sponsor's notification to Certified LBEs to alert them to Project Sponsors upcoming Contracts.

6.4.2 Provide assistant to Project Sponsor on good faith outreach to LBEs.

6.4.3 Review annual report of LBE Participation Goal.

6.5 Meet and Confer Process: If requested by CMD or Project Sponsor, the other shall engage in an informal meet and confer process to assess compliance with the Local Business Utilization Plan.

7. STUDENT INTERNSHIP AND SCHOLARSHIP PROGRAM

7.1 Project Sponsor will make good faith efforts to establish internships in partnership with San Francisco State University ("SFSU"), City College of San Francisco ("CCSF") during active construction and/or design phases of the Project. Project Sponsor will provide no less than two (2) six-month internships per twelve (12) month period or equivalent during the design and construction phases of each Development Phase of the Project. In lieu of directly offering an internship within the offices of the Project Sponsor, Project Sponsor may satisfy the requirements of this Section 7 if the Contractors or Consultants employed by the Project Sponsor collectively provides no less than two (2) six-month internships per twelve (12) month period or equivalent during the design and construction phases of each Development Phase of the Project. Project Sponsor will also sponsor two (2) five-hundred dollar (\$500) scholarships per year to SFSU and CCSF students enrolled in MEP, Engineering and Architectural coursework. As part of its annual reporting required by Section 1.3 herein, Project Sponsor will report on the internships and scholarships provided to OEWD.

8. NOTICES

8.1 All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

for First Source Hiring matters:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Pat Mulligan, CityBuild Director
pat.mulligan@sfgov.org

and for matters other than First Source Hiring:

Contract Monitoring Division
Attn: LBE, Parkmerced
30 Van Ness Avenue, Suite 200
San Francisco, CA 94102

Todd Rufo, OEWD
City Hall, Rm. 448
San Francisco, CA 94102

If to Project Sponsor:

Seth Mallen
Parkmerced
3711 Nineteenth Avenue
San Francisco, California 94132

Constantine M. Dakolias
Fortress Credit Corp.
1345 Avenue of the Americas
46th Floor
New York, NY 10105

8.2 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

8.3 Notwithstanding the forgoing, any Job Notification or any other reports required of Project Sponsor under this Agreement (collectively, "Project Sponsor Reports") shall be delivered to the address of OEWD pursuant to this Section via first class mail, postage paid or via email, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

8.4 Upon execution of a contract, the executing Contractor, Consultant, or Commercial Tenant shall provide the OEWD, CityBuild, and/or CMD as applicable with its notice address for notices delivered pursuant to this Agreement.

9. ENTIRE AGREEMENT

9.1 This Agreement and the DA contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

10. TERM

10.1 This Agreement shall take effect on upon execution and delivery shall continue in full force and effect until the termination of the DA, , with the exception of the end-use commercial lease obligations which shall run with the specific terms of the applicable leases. Without limiting the foregoing, obligations that apply to a specific First Source Hiring Agreement shall cease once the applicable Contractor and/or Consultant has performed all of the construction or professional services required under the applicable contract with Project Sponsor or that contract has otherwise been terminated(subject to any obligations, such as reporting requirements, that explicitly survive completion of the work).

11. SEVERABILITY

11.1 If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. COUNTERPARTS

12.1 This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

13. SUCCESSORS

13.1 This Agreement shall be binding on and inure to the burden and benefit of all successor owners of any portion of the Site on which commercial space of more than 25,000 square feet or a residential building of more than 10 units may be constructed pursuant to the terms of the DA, and Project Sponsor shall assign and the successor owners shall assume the applicable provisions of this Agreement in writing at the time of any transfer. Upon Project Sponsor's valid transfer and assignment, Project Sponsor shall be relieved of all further obligations under this Agreement with respect to the transferred property.

14. HEADINGS

14.1 Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

15. GOVERNING LAW

15.1 This Agreement shall be governed and construed by the laws of the State of California.

16. RELATIONSHIP OF PARTIES

16.1 It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Project Sponsor and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Project Sponsor and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Project Sponsor a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.


17. NO OBLIGATIONS TO THIRD PARTY

17.1 This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

**City and County of San Francisco, a
municipal corporation**

Parkmerced Investors Properties, LLC

By: 
Todd Rufo, Director Office of Economic &
Workforce Development

By: _____

Its: _____

Date: 8/9/13

Date: _____

CONSENT:

**City and County of San Francisco, a
municipal corporation**

By: 
John Rahaim, Director, Planning Department

Date: 8/9/13

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
Charles Sullivan, Deputy City Attorney

43-10207-1, and 43-10207-2, dated 11/12/2014, and 43-10207-3, dated 11/12/2014.

City and County of San Francisco, a
political subdivision

Department of Public Works, D.P.W.

To:

John R. [REDACTED] [REDACTED]
[REDACTED] [REDACTED]

Re:

[REDACTED]

Re:

[REDACTED]

Date:

Date:

cc: [REDACTED]

City and County of San Francisco, a
political subdivision

To:

John R. [REDACTED] [REDACTED]

Date:

ATTACHED AS TO PAGE

(PAGE 1 OF 1) 4. City Attorney

To:

John R. [REDACTED] [REDACTED]

EXHIBIT A: FIRST SOURCE HIRING AGREEMENT

This First Source Hiring Agreement (this "Agreement"), is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor _____ ("Contractor") (each, a "Party", collectively, the "Parties"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the Parkmerced Project, located at 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site");

WHEREAS, the Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA;

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

DEFINITIONS

"Applicant". An individual who has (a) completed and submitted an application via the approved application process; (b) applied for a specific job; and (c) met the minimum qualifications established for the job applied for.

"Entry Level Position". An Entry Level Position for which Contractor is seeking to a part time or full time employee to fill.

"Business Day". Any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

“Candidate”. An individual who is interested in a position, but has not satisfied the definition of an “Applicant,” as defined herein.

“CityBuild Academy”. An 18-week training program at the City College of San Francisco, that is jointly-sponsored by CityBuild, or any successor program designated by the OEWD Director.

“CityBuild Program”. The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

“Contractor”. A person or company that has entered into a construction contract for monetary consideration with Project Sponsor to build or construct all or a portion of the Project.

“Core Workforce”. Any and all workers who appear on a Contractor’s or Subcontractor’s payroll for at least 60 days of the 100 working days before the award of the Contract.

“Economically Disadvantaged Worker”. An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, et seq.), as may be amended from time to time, or (b) designated as by the CityBuild Program as an individual at risk of relying upon or returning to public assistance.

“Eligible Individual”. An individual who is either: (a) eligible to participate in a program authorized by the Workforce Investment Act of 1998, 1998 PL 105-220 (HR 1385), as determined by the San Francisco Workforce Investment Board (WISF) and the OEWD; or (b) designated as “economically disadvantaged” by the First Source Hiring Administration, meaning an individual who is at risk of relying upon, or returning to, public assistance, including unemployment insurance.

“Entry Level Position”. A non-construction, non-managerial and non-supervisory position that requires neither education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation. The types of Entry Level Positions that may be available include, but are not limited to, the following:

- (i) Administrative Assistant or Receptionist
- (ii) Maintenance Worker or Facilities Specialist
- (iii) Janitorial Service Worker
- (iv) Entry-level Technician
- (v) Customer Service Associate
- (vi) Clerk or Coordinator
- (vii) Transportation Worker
- (viii) Other entry-level architectural, engineering or professional service worker not requiring education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation.

“Job Notification”. Written notice of a job request from a Contractor and Subcontractors to CityBuild for any hiring opportunities.

“New Hire”. A “New Hire” is any worker who is not a member of a Core or Existing Workforce.

“Project Sponsor” is Parkmerced Investors Properties LLC, and its successors and assigns.

“Qualified”. An individual who meets the minimum bona fide occupational qualifications for a specific job.

“Qualifying Subcontractor”. A person or entity that has a direct construction contract (a “Subcontract”) in excess of Three Hundred Thousand Dollars (\$300,000) with a Contractor to build or construct all or a portion of the Project.

“Referral”. A referral is an individual member of the CityBuild Referral Program who has received training appropriate to entering the construction industry workforce.

“System Referrals”. Referrals by CityBuild of Qualified Economically Disadvantaged Workers for Entry Level Positions with a Contractor or Subcontractor.

“System”. The San Francisco Workforce Development System established by the City, and managed by OEWD, for maintaining (1) a pool of Qualified Economically Disadvantaged Workers, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83. Under this Agreement, CityBuild will act as the representative of the System.

1. CONTRACTOR GOALS.

1.1 Contractor shall make to make good faith efforts to achieve the goals set forth below, subject to the conditions and exceptions of this Agreement, including but not limited to Section 2.4.12 and Section 2.4.13 herein related to existing employment agreements and collective bargaining agreements:

1.1.1 With respect to new Entry-Level Positions for administrative and engineering internship candidates, a Contractor and Qualifying Subcontractor shall make good faith efforts to fill a minimum of fifty percent (50%) of such new Entry-Level Positions with System Referrals.

1.1.2 With respect to New Hires for union journeymen and apprentices, a Contractor and Qualifying Subcontractor shall make good faith efforts to fill a minimum of fifty percent (50%) of Hiring Opportunities with System Referrals.

1.1.3 Contractor and Qualifying Subcontractor will follow the State of California’s Department of Industrial Relations Apprenticeship Standards, as required by state law. Unless otherwise permitted by law, Apprentices must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration,

Bureau of Apprenticeship and Training, or the California Department of Industrial Relations, Division of Apprenticeship Standards

1.1.4 Contractor and Qualifying Subcontractor will support the CityBuild Academy Pre-apprenticeship training program by sponsoring referrals from the program into State certified apprenticeship programs as permitted under existing collective bargaining agreements.

2. PROGRAM ADMINISTRATION

2.1 Contract Start Notice. At least fifteen (15) days before start of work under the Contract or as soon as reasonably possible, Contractor and/or Qualifying Subcontractor shall complete the CityBuild Workforce Projection Form attached hereto and submit such form to CityBuild. Contractor and/or Qualifying Subcontractor, in coordination with the Prime Contractor, must meet with CityBuild representatives at least three (3) days before the start of work under the contract or as soon as reasonably possible to review and discuss CityBuild Workforce projection forms and hiring protocols.

2.2 Job Notification. Contractor and Qualifying Subcontractor shall deliver to CityBuild a Job Notification in a timely manner (i.e., at least three business days in advance) for any Available Entry Level Positions and apprentice positions as such position becomes available. Contractor and Qualifying Subcontractor may simultaneously contact applicable trade unions about the position as required by any existing collective bargaining agreements.

2.3 Review of System Referrals; Contractor Retains Discretion Regarding Hiring Decisions. Contractor and Qualifying Subcontractor shall (i) provide CityBuild three (3) business days to provide System Referrals to Contractor and such Qualifying Subcontractor, (ii) give good faith consideration to a reasonable number of Qualified System Referrals, (iii) review the resumes of such Qualified System Referrals, and (iv) conduct interviews with Qualified System Referrals in accordance with the non-discrimination provisions of this Agreement. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion in hiring decisions with respect to System Referrals or other job applicants.

2.4 Feedback Regarding System Referrals. Contractor and/or Qualifying Subcontractor shall solely be required to respond verbally by telephone to questions from CityBuild regarding the decision to hire or not to hire System Referrals; provided, however, that if CityBuild reasonably determines that Contractor and/or Qualifying Subcontractor has breached the requirements of this Agreement, Contractor and/or Qualifying Subcontractor shall be required to provide written comments on System Referrals.

2.5 Hiring Notification. Contractor and/or Qualifying Subcontractor shall provide timely notification to CityBuild of the hiring of individuals for Entry Level positions and apprentice positions, and other positions subject to this Agreement. This Hiring Notification will include the identity of the hired individual; provided, however, that with respect to non-System Referrals, Contractor and/or Qualifying Subcontractor's notification shall only be required to include the hired individual's name, zip code, source of hire, date of hire, and position.

2.6 Layoff Notification. In the event of the firing/layoff of any CityBuild graduate or System Referral, Contractor and/or Qualifying Subcontractor must notify CityBuild staff within two (2) business days of the decision and provide justification for the firing or layoff. CityBuild requests that Contractor and/or Qualifying Subcontractor make good faith efforts to notify CityBuild as soon as any issue arises with a CityBuild graduate in order to remedy the situation before termination becomes necessary.

2.7 Communication. Contractor and each Qualifying Subcontractor shall communicate via email, telephone, or in person as reasonable with CityBuild representatives to review and discuss Contractor and/or Qualifying Subcontractor's local hiring obligations under this Agreement.

2.8 Record Keeping. Contractor and each Qualifying Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of work under the Contract, (i) certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on the Project, and (ii) accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of this Agreement as they relate to applicants, job offers, hires, and rejected applicants, as well as records of any New Hire whom Contractor and/or Qualifying Subcontractor believes meets the First Source Hiring criteria. All records described in this subsection shall at all reasonable business hours be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of OEWD and CityBuild, including any such records maintained using an electronic Project Reporting System.

2.9 Reporting. Contractor and each Qualifying Subcontractor shall submit completed reporting form drafted and provided by CityBuild quarterly to CityBuild by mail, or, as available, through an electronic Project Reporting System.

2.10 CityBuild Workforce Hiring Plan. For Contracts with a value exceeding One Million Dollars (\$1,000,000), Contractor will make good faith efforts to negotiate and execute a CityBuild Workforce Hiring Plan with CityBuild in a form substantially similar to that attached hereto as Exhibit A. The purpose of such Workforce Hiring Plan is to identify (i) Contractor's number of Core Workforce employees by trade, (ii) the peak number of employees projected to be required by Contractor during the course of the Contract by trade, and (iii) the efforts that will be made by Contractor to meet the First Source hiring goals of this Agreement. Prior to the commencement of such negotiation, such Contractor will provide commercially reasonable documentation of its Core Workforce.

2.11 Contractor's Good Faith Effort to Comply with Its Obligations Hereunder. Contractor and/or Qualifying Subcontractor shall make good faith efforts to comply with the requirements of this Agreement. Contractor and/or Qualifying Subcontractor's failure to meet the requirements of this Agreement does not impute "bad faith." Upon Contractor and/or Qualifying Subcontractor's failure to meet the requirements set forth in this Agreement, OEWD may institute a review of Contractor's efforts to comply with this Agreement.

2.12 Compliance with Collective Bargaining Agreements. Nothing in this Agreement shall amend, supercede, or otherwise affect the terms of any collective bargaining agreement,

project labor agreement, consent decree, or other labor agreement ("Collective Bargaining Agreements") entered into by Project Sponsor, Contractor, and/or Qualified Subcontractor, and a labor union before or during any portion of the Project. Contractor and/or Qualified Subcontractor shall make good faith efforts, subject to the terms of such collective bargaining agreements, to conduct the following activities:

2.12.1 Contractor shall notify the appropriate union(s) of the Contractor's obligations under this Agreement and request assistance from the union(s) in referring Qualified applicants for the Available Entry Level Position(s), to the extent such referral can conform to the requirements of the collective bargaining agreement(s).

2.12.2 Contractor shall use "name call" privileges, in accordance with the terms of the applicable collective bargaining agreement(s), to seek Qualified applicants from the System for the Available Entry Level Position(s).

2.12.3 Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

2.13 Compliance with Existing Employment Agreements Other Than Collective Bargaining Agreements. Nothing in this Agreement shall be interpreted to prohibit the continuation of any existing workforce training agreements or employment contracts existing before the Effective Date and approval of the first Development Phase Application for the Project. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement, Contractor and/or Qualifying Subcontractor shall promptly inform CityBuild of any such conflicts as soon as it becomes aware of same. The parties agree to work in good faith to seek alternatives or variations, to maintain the benefit of the bargain of this Agreement. Nothing in this Section shall apply to Collective Bargaining Agreements, which are subject to the provisions of Section 2.4.12 herein.

2.14 Exception for Essential Functions. Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business.

2.15 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration and will provide referrals of Qualified Economically Disadvantaged Workers for employment on the construction of the Project as required under Chapter 83. The First Source Hiring Program will also provide referrals of Qualified Economically Disadvantaged Workers for the permanent jobs located within the commercial space of the Project.

3. SUBCONTRACTORS

3.1 After the Effective Date and after approval of the each Development Phase Application for the Project, Contractor shall include in each contract in excess of Three Hundred Thousand Dollars (\$300,000) for work to be conducted pursuant to such Development Phase Application executed with a Qualifying Subcontractor a provision requiring such Qualifying

Subcontractor to execute a First Source Hiring Agreement in a form substantially similar as attached hereto as Exhibit A and a CityBuild Workforce Projection Form attached hereto as Exhibit B. Contractor shall make good faith efforts to provide to OEWD the Qualifying Subcontractor's signed acknowledgement of receipt of the First Source Hiring Agreement and CityBuild Workforce Projection Form attached hereto as Exhibit C within ten (10) business days of execution of such contract. Contractors shall have no other obligations with respect to Qualifying Subcontractors, and shall not be liable for the failure of their Qualifying Subcontractors or other subcontractors to meet the requirements of the First Source Hiring Agreement.

4. ENFORCEMENT AND REMEDIES

This Agreement is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. So long as Contractor and/or Qualifying Subcontractor fulfills its obligations under this Agreement, Contractor shall be deemed to have fulfilled its obligations under Chapter 83 of the Administrative Code.

Prior to the initiation of any enforcement action or remedy under this Agreement, the Party claiming default shall deliver to the other Party a written notice of default (a "Notice of Default"). The Notice of Default shall specify the reasons for the allegation of default with reasonable specificity. If the alleged defaulting Party disputes the allegations in the Notice of Default, then that Party, within twenty-one (21) calendar days of receipt of the Notice of Default, shall deliver to the other Party a notice of non-default which sets forth with specificity the reasons that a default has not occurred. The Parties shall meet to discuss resolution of the alleged default. If, after good faith negotiation, the Parties fail to resolve the alleged default within thirty (30) calendar days, then the Party alleging a default may institute legal proceedings pursuant to enforce the terms of this Agreement. The sole remedies and enforcement process for violation of the requirements of this Agreement are as provided in Section 83.12 of the Administrative Code. As stated in Section 83.12(f) of the Administrative Code, if Contractor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a Contractor, subcontractor, or tenant to comply with the requirements of Chapter 83.

5. NOTICE

All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103

Attn: Ken Nim, Compliance Manager
ken.nim@sfgov.org

If to Contractor:

5.1 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

5.2 Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of OEWD pursuant to this Section 5 via first class mail, postage paid or via email, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

5.3 Upon execution of a contract with a Qualifying Subcontractor, the executing Contractor shall provide the OEWD, CityBuild, and/or CMD as applicable with its notice address for notices delivered pursuant to this Agreement.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

7. TERM

This Agreement shall take effect on upon execution and delivery shall continue in full force and effect until completion work required by the contract.

8. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

9. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

10. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

11. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of California.

12. RELATIONSHIP OF PARTIES

It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Contractor and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Contractor and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Contractor a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.

13. NO OBLIGATIONS TO THIRD PARTY

This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

**City and County of San Francisco, a
municipal corporation**

By: _____	By: _____
Office of Economic & Workforce Development	
Its: _____	Its: _____
Date: _____	Date: _____



Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			

Table 3: List your core or existing employees projected to work on the project

Please provide information on your projected core or existing employees that will perform work on the jobsite.

"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		

FOR CITY USE ONLY: CityBuild Staff: _____

Approved: Yes ☐ No ☐

Date: _____

Reason: _____

EXHIBIT C:
CONTRACTOR ACKNOWLEDGEMENT FIRST SOURCE HIRING REQUIREMENTS

Pursuant to the provisions of Section ____ of the Contract of Services by and between Parkmerced Investors Properties LLC and _____ ("Contractor"), dated _____, Contractor acknowledges that Contractor is obligated by the Contract of Services to execute the First Source Hiring Agreement and CityBuild Workforce Project Form attached hereto. Contractor hereby acknowledges that, as a condition of its services, Contractor is obligated to participate in San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code, in the manner more specifically detailed in the attached First Source Hiring Agreement.

Dated: _____

ACKNOWLEDGED
Contractor

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

By: _____
Its: _____
Title: _____
Date: _____

**EXHIBIT D:
FORM OF FIRST SOURCE CONSULTANT HIRING CONTRACT**

This First Source Hiring Agreement (this "Agreement"), is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned consultant _____ ("Consultant") (each, a "Party", collectively, the "Parties"):

RECITALS

WHEREAS, Consultant has executed or will execute an agreement (the "Contract") to provide [design, engineering, architectural] consulting services related to the design and/or construction of the Parkmerced Project, located at 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site");

WHEREAS, the Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA;

WHEREAS, as a material part of the consideration given by Consultant under the Contract, Consultant has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

1. DEFINITIONS

"Available Entry Level Position". An Entry Level Position for which Consultant is seeking to a part time or full time employee to fill.

"CityBuild Program". The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

"Consultant". Consultant contracted to perform professional services work for the development of the Project.

"Economically Disadvantaged Worker". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, et seq.), as may be amended from time to time, or (b) designated as by the CityBuild Program as an individual at risk of relying upon or returning to public assistance.

"Entry Level Position". Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent and intern positions. Trainee positions are considered Entry Level Positions.

"System Referrals". Referrals by CityBuild of Qualified Economically Disadvantaged Workers for Entry Level Positions.

"System". The San Francisco Workforce Development System established by the City, and managed by OEWD, for maintaining (1) a pool of Economically Disadvantaged Worker, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83. Under this Agreement, CityBuild will act as the representative of the System.

"Trainee". Either an (i) Economically Disadvantaged Worker who is a member of the CityBuild Program and has been identified by CityBuild staff as having the appropriate training, employment background and skill sets for a Consultant specified Entry Level Position or (ii) a undergraduate student at San Francisco State University ("SFSU") or City College of San Francisco ("CCSF"). Trainees do not require a college degree.

2. CONSULTANT OBLIGATIONS

2.1 Within 30 days of award of the Contract, Consultant shall complete, sign and submit this Agreement and the Professional Services First Source Hiring Form, attached hereto as Exhibit B.

3. HIRING GOALS

3.1 Hiring Goals. Consultant agrees to make good faith efforts and work with CityBuild to hire new Trainees in the area of the Consultant's expertise. Consultant's obligation to consider hiring a Trainee arises solely if Consultant has an Available Entry Level Position.

3.2 Purpose. The intent of hiring Trainees is to provide Economically Disadvantaged Workers technical training and job opportunities in a professional environment. The Trainee must be hired in a discipline related to technical services or meaningful support for the Consultant.

4. PROGRAM IMPLEMENTATION

4.1 Job Notification. Consultant shall provide timely Notice to CityBuild for any Available Entry Level Positions as such position becomes available.

4.2 Review of System Referrals. Consultant shall (i) provide CityBuild three (3) business days to provide System Referrals to Consultant, and (ii) give good faith consideration to a reasonable number of Qualified System Referrals within fourteen (14) business days of Consultant's Notice to CityBuild for any Available Entry Level Positions as required by Section 3.1 herein.

4.3 Consultant Retains Discretion Regarding Hiring Decisions. Consultant must consider all Trainees fairly, equally and comply with the non-discrimination provisions pursuant to local, state and federal laws. The final decision to hire a Trainee shall be made by Consultant. Consultant shall make good faith efforts to hire Trainees referred by the CityBuild Program. Consultant may decline to hire a Trainee if Consultant considers the Trainee in good faith but deems the Trainee is not qualified.

5. TERMS OF TRAINEE EMPLOYMENT.

5.1 If Consultant hires a Trainee as a result of the process described in Section 3 herein, Consultant shall employ such Trainee based on the following terms:

5.1.1 Consultant shall hire the Trainee on a full-time basis or on a part-time basis, offering Trainee on the job training, which allows the Trainee to progress on a career path.

5.1.2 Trainee shall be hired as regular employees of the firm and shall receive any benefits that they may be entitled to under State labor laws.

5.1.3 Consultant may hire Trainee for the duration of the Contract and may utilize Trainees on other contracts it has within the San Francisco Bay Area

5.1.4 Consultant may replace Trainee if there is commercially reasonable documentation demonstrating the Trainee did not perform the job requirements at a satisfactory level.

5.1.5 Consultant shall provide the necessary tools and office equipment (i.e., computers, desks and chairs) for Trainee to perform the assigned duties.

5.1.6 Consultant shall provide travel costs if the Trainee has to travel fifty (50) miles or more from his/her assigned work site for the purposes of the scope of work under Consultant's contract.

5.1.7 Consultant shall design a training program for the Trainee. The program shall include, but not limited to company's personnel policy and procedures manual, benefit package, duties and responsibilities.

5.1.8 Consultant shall permit CityBuild staff to interview regular employees and Trainee for a commercial reasonable amount of time during working hours, provided that the date and time of such interviews shall be scheduled at Consultant's commercially reasonable discretion.

5.1.9 Quarterly Report. Consultant shall submit to the CityBuild Program a Quarterly report on the status of any hired Trainees. Consultant shall designate a representative ("Consultant Representative") to monitor all employment-related activity and be the main contact for CityBuild staff. The Consultant Representative must have hiring authority. Consultant shall maintain a compliance binder which shall include copies of all documentation and records supporting good faith efforts toward the requirements set forth under this Agreement.

6. TERM.

6.1 The obligations of Consultant, as set forth in this Agreement, shall remain in effect until completion of all work to be performed by Consultant under the terms and conditions of the Contract.

7. ENFORCEMENT AND REMEDIES

7.1 This Agreement is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. So long as Consultant fulfills its obligations under this Agreement, Consultant shall be deemed to have fulfilled its obligations under Chapter 83 of the Administrative Code.

7.2 Prior to the initiation of any enforcement action or remedy under this Agreement, the Party claiming default shall deliver to the other Party a written notice of default (a "Notice of Default"). The Notice of Default shall specify the reasons for the allegation of default with reasonable specificity. If the alleged defaulting Party disputes the allegations in the Notice of Default, then that Party, within twenty-one (21) calendar days of receipt of the Notice of Default, shall deliver to the other Party a notice of non-default which sets forth with specificity the reasons that a default has not occurred. The Parties shall meet to discuss resolution of the alleged default. If, after good faith negotiation, the Parties fail to resolve the alleged default within thirty (30) calendar days, then the Party alleging a default may institute legal proceedings pursuant to enforce the terms of this Agreement.

8. NOTICES

8.1 All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager
ken.nim@sfgov.org

If to Consultant:

8.2 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

8.3 Notwithstanding the forgoing, any Job Notification or any other reports required of Consultant under this Agreement (collectively, "Consultant Reports") shall be delivered to the address of OEWD pursuant to this Section via first class mail, postage paid or via email, and such Consultant Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

9. ENTIRE AGREEMENT

9.1 This Agreement contains the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

10. SEVERABILITY

10.1 If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

11. COUNTERPARTS

11.1 This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

12. HEADINGS

12.1 Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

13. GOVERNING LAW

13.1 This Agreement shall be governed and construed by the laws of the State of California.

14. RELATIONSHIP OF PARTIES

14.1 It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Consultant and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Consultant and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Consultant a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.

15. NO OBLIGATIONS TO THIRD PARTY

15.1 This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

City and County of San Francisco, a
municipal corporation

Consultant

By: _____
Office of Economic & Workforce
Development

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT E: PROFESSIONAL SERVICES: FIRST SOURCE HIRING FORM

Consultant Name: _____ Phone: _____
Main Contact: _____ Email: _____

Instructions:

- The Prime Consultant contracted to perform professional services work for the development of the Parkmerced project must complete, sign and submit the *Professional Services: First Source Hiring Form* within 30 days of award of their contract.
- For any questions and assistance, please contact Ian Fernando: Email: ian.fernando@sfgov.org Tel: (415)701-4852

Section 1: Select all that apply

Administrative Services	Financial Services	Mechanical/Electrical Engineering
Architecture	Geotechnical Engineering	Property Management
Asbestos and Lead	Green Building Consulting	Real Estate Services
As-Needed	Health/Medical Services	Sediment Analysis
Civil/Structural/Hydraulic Engineering	Job Order Contracting	Special Inspection and Testing
Construction Management	Landscape Architecture	Surveying
Design Services	Will require an office or trailer near the project site	
Environmental Services	I don't see my services (please describe) _____	

Section 2: List Trainee positions

- The Consultant shall make good faith efforts to hire Trainees from the CityBuild Program. Hiring a Trainee counts toward the requirements of the First Source Hiring Program. The final decision to hire a Trainee shall be made by the Consultant.
- List the available number of New Trainee positions based on the Consultant's scope of work, Consultant's existing workforce and the Consultant Fees Schedule listed below.

Trainee Title	Job Description	Number of Trainees to be Hired

Signature of Authorized Representative*

Name of Authorized Representative

Date

**By signing this form, the Consultant agrees to participate in the CityBuild Program managed by the Office of Economic and Workforce Development and comply with the provisions of the First Source Hiring Program pursuant to SF Administrative Code Chapter 83.*

Please email this form SIGNED to:

First Source Hiring Administrator

Email: Workforce.Development@sfgov.org

Tel: 415-701-4848

Fax: 415-701-4895

Website: www.workforcedevelopmentsf.org

**EXHIBIT F:
CONSULTANT ACKNOWLEDGEMENT OF FIRST SOURCE HIRING
REQUIREMENTS**

Pursuant to the provisions of Section ____ of the Contract of Services by and between Parkmerced Investors Properties LLC and _____ ("Consultant"), dated _____, Consultant acknowledges that Consultant is obligated by the Contract of Services to execute the First Source Hiring Agreement and First Source Hiring Form attached hereto. Consultant hereby acknowledges that, as a condition of its services, Consultant is obligated to participate in San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code, in the manner more specifically detailed in the attached First Source Hiring Agreement.

Dated: _____

ACKNOWLEDGED
Consultant

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

By: _____
Its: _____
Title: _____
Date: _____

EXHIBIT G: TENANTS FIRST SOURCE HIRING FORM

Business Name: _____ Phone: _____
Main Contact: _____ Email: _____

Instructions:

- As defined in Section 2.3, the *Tenant: First Source Hiring Form* is to be completed and submitted by the tenant within 30 days of the execution of the Tenant's agreement to occupy the building space.
- Tenant is expected to complete and submit this form annually to reflect employment conditions.
- The Tenant must notify the First Source Hiring Program (Contact Info below) if an **Entry Level Position** becomes available.
- For any questions and assistance, please contact Ian Fernando: Email: ian.fernando@sfgov.org Tel: (415)701-4852

Section 1: Select your Industry

Auto Repair	Entertainment	Personal Services
Business Services	Elder Care	Professionals
Consulting	Financial Services	Real Estate
Construction	Healthcare	Retail
Government Contract	Insurance	Security
Education	Manufacturing	Wholesale
Food and Drink	I don't see my industry (Please Describe) _____	

Section 2: Describe Primary Business Activity

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Signature of Authorized Representative*

Name of Authorized Representative

Date

**By signing this form, the Tenant agrees to participate in the CityBuild Program managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of the First Source Hiring Program pursuant to SF Administrative Code Chapter 83.*

Please email this form SIGNED to:

First Source Hiring Administrator
Email: Workforce.Development@sfgov.org
Tel: 415-701-4848
Fax: 415-701-4895
Website: www.workforcedevelopmentsf.org

EXHIBIT H: TENANT LEASE ADDENDUM

This First Source Hiring Agreement (this "Agreement"), is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned tenant _____ ("Commercial Tenant") (each, a "Party", collectively, the "Parties"):

RECITALS

WHEREAS, Commercial Tenant has executed or will execute a lease (the "Lease") for a [office, retail store, etc] within the Parkmerced Project, located at 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site");

WHEREAS, the Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA;

WHEREAS, as a material part of the consideration given by Commercial Tenant under the Lease, Commercial Tenant has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

1. DEFINITIONS

1.1 "Applicant". An individual who has (a) completed and submitted an application via the approved application process; (b) applied for a specific job; and (c) met the minimum qualifications established for the job applied for.

1.2 "Available Entry Level Position". Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions

1.3 "Candidate". An individual who is interested in a position, but has not satisfied the definition of an "Applicant," as defined herein.

1.4 "Eligible Individual". An individual who is either: (a) eligible to participate in a program authorized by the Workforce Investment Act of 1998, 1998 PL 105-220 (HR 1385), as determined by the San Francisco Workforce Investment Board (WISF) and the OEWD; or (b) designated as "economically disadvantaged" by the First Source Hiring Administration, meaning an individual who is at risk of relying upon, or returning to, public assistance, including unemployment insurance.

1.5 "Entry Level Position". A non-construction, non-managerial and non-supervisory position that requires neither education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation. The types of Entry Level Positions that may be available include, but are not limited to, the following:

1.5.1 Administrative Assistant or Receptionist

1.5.2 Maintenance Worker or Facilities Specialist

1.5.3 Janitorial Service Worker

1.5.4 Entry-level Technician

1.5.5 Customer Service Associate

1.5.6 Clerk or Coordinator

1.5.7 Transportation Worker

1.5.8 Construction Worker

1.5.9 Landscaper

1.5.10 Other entry-level architectural, engineering or professional service worker

1.6 "Job Notification". Written notice, in accordance with Section 4.6 below, from Project Sponsor or tenants to OEWD for any Available Entry Level Position during the term of the Agreement.

1.7 "Qualified Pool". The pool of Applicants who have met the job qualifications and passed the applicable employment screening test, and are thus eligible to be interviewed by Project Sponsor or tenants for Available Entry Level Positions. Candidates may apply for multiple job categories through a single application.

1.8 "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the OEWD, for maintaining (i) a pool of Eligible Individuals, and (ii) the mechanism by which such individuals are certified and referred

to prospective employers who are subject to the First Source Hiring requirements under Chapter 83 of the San Francisco Administrative Code.

1.9 "System Referrals". Applicants referred by the System as Candidates for Available Entry Level Positions.

1.10 "Tenant". End use commercial tenant, subtenant, business operator or any other occupant of commercial space included in Project. Tenant shall include every person or entity occupying the buildings of the Project for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer. Tenant shall not include any residential tenants within the Project.

2. TENANT OBLIGATIONS

2.1 Hiring Procedures. Tenant shall process all Candidates and Applicants through Tenants standard hiring methods; however, Project Sponsor shall adhere to the following protocols:

2.1.1 Tenant shall promptly deliver by email, mail, messenger or facsimile to the assigned OEWD Business Account Representative, a Job Notification for any Available Entry Level Positions, as soon as they become available during the term of the Agreement. For each Available Entry Level Position, the following requirements apply:

(a) Job Notification shall provide a clear, accurate job description, including expectations, whether the position is part time (less than 32 hours a week) or full time, permanent or limited time, minimum wages to be paid, and any special requirements.

(b) During the 72 hours business day period following delivery of the Job Notification, Tenant may only interview and/or hire Eligible Individuals or System Referrals for the Available Entry Level Position but may publicize the upcoming position. Before interviewing and/or hiring any other Applicants for the Available Entry Level Position, Tenant shall first review any applications received from Eligible Individuals and System Referrals during the 72 hours business day period following delivery of the Job Notification.

(c) Tenant shall not be required to deliver a Job Notification or hire an Eligible Individual for an Available Entry Level Position if Tenant reasonably determines that there is an urgent need to fill that position immediately in order to perform essential functions of its operation. If Tenant determines that there is an urgent need to fill a position immediately in order to perform essential functions of its operations in reliance on this subsection, it shall provide OEWD written notice of this fact within ten (10) business days.

(d) Tenant will provide feedback to OEWD Business Account Representatives on job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired no later than 3 weeks

after the date of interview or hire. Tenant will also provide constructive feedback on OEWD job seekers not hired.

2.1.2 Job Needs Communications. Tenant shall complete the Tenant: First Source Hiring Form and submit to the OEWD program, attached hereto as Exhibit C, via e-mail within 60 days of executing the Tenant's agreement to occupy the building space and annually thereafter.

2.1.3 Standard Retention Efforts. In order to promote retention among the newly hired System Referrals, Tenant shall implement retention efforts consistent with Tenant's practices. Tenant shall have the sole discretion to modify its retention efforts at any time.

2.1.4 Additional Retention Efforts. In addition to the standard retention efforts described above, a Tenant's representative shall communicate with OEWD on a regular basis to provide feedback intended to enhance the hiring of, and satisfactory job performance by, the System Referrals. This feedback shall be general in nature and shall not be focused on specific individuals.

2.1.5 Record-Keeping Obligations. Tenant shall use reasonable efforts to obtain and keep records of the number of System Referrals interviewed for Available Entry Level Positions and those eventually hired by Tenant. Tenant shall cause the information gathered pursuant to this Section to be reported to the OEWD every six (6) months and include aggregated information on the zip codes of hired System Referrals.

2.1.6 Tenant to Retain Discretion Regarding Hiring Decisions. Tenant agrees to work cooperatively with OEWD staff to identify effective procedures to recruit, pre-screen and interview qualified Applicants for employment consideration in Entry Level Positions, subject to any enforceable collective bargaining agreements. Provided Tenant utilizes nondiscriminatory screening criteria, Tenant shall have the sole discretion to interview and hire any System Referrals.

3. OEWD'S OBLIGATIONS

3.1 Pursuant to this Agreement, OEWD shall:

3.1.1 Provide for City sponsored pre-employment screening, employment training, and support services programs.

3.1.2 Follow up with Tenant on the outcomes of System Referrals, and initiate corrective action as necessary to maintain an effective employment training and delivery system;

3.1.3 Provide Tenant with reporting forms, consistent with the reporting obligations set forth in Section 4.6.6 above, for monitoring the requirements of this Agreement; and

3.1.4 Monitor the performance of the Agreement by examination of records of Tenant's hiring activities as submitted in accordance with the requirements of this Agreement.

4. EXCEPTION FOR ESSENTIAL FUNCTIONS

4.1 Nothing in this Agreement precludes Tenant from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions reasonably necessary to remain open for business.

5. TENANT'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS.

5.1 Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

6. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

6.1 Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, First Source Hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

7. LIQUIDATED DAMAGES

7.1 The Tenant acknowledges and agree that failure of the Tenant to comply with the terms and conditions of the Section 4.6 will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes the financial cost of funding public assistance programs; and that the assessment of liquidated damages of up to \$5,000 for every notice of a New Hire for an Entry Level Position improperly withheld by the Tenant from the OEWD Program (following notice and a reasonable opportunity to cure), as determined by the Workforce Director, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the failure by the Tenant to comply with its contractual obligations. The Tenant further acknowledge and agree that the continued failure to comply with this Section obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each Entry Level Position improperly withheld from the CityBuild Program (following notice and a reasonable opportunity to cure).

8. TERM

8.1 The obligations of the Tenant, as set forth in this Agreement, shall remain in full force and effect for a period of 10 years from the date of first issuance of a temporary or final certificate of occupancy for the applicable commercial space, or the earlier termination of Tenant's ownership or occupancy of the applicable commercial space.

9. NOTICES.

9.1 All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager
ken.nim@sfgov.org

If to Tenant:

9.2 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

9.3 Notwithstanding the forgoing, any Job Notification or any other reports required of Consultant under this Agreement (collectively, "Consultant Reports") shall be delivered to the address of OEWD pursuant to this Section via first class mail, postage paid or via email, and such Consultant Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

10. ENTIRE AGREEMENT

10.1 This Agreement contains the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

11. SEVERABILITY

11.1 If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. COUNTERPARTS

12.1 This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

13. HEADINGS

13.1 Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

14. GOVERNING LAW

14.1 This Agreement shall be governed and construed by the laws of the State of California.

15. RELATIONSHIP OF PARTIES

15.1 It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Consultant and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Consultant and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Consultant a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.

16. NO OBLIGATIONS TO THIRD PARTY

16.1 This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

City and County of San Francisco, a
municipal corporation

By: _____
Office of Economic & Workforce
Development

Its: _____

Date: _____ Date: _____

EXHIBIT I:
TENANT ACKNOWLEDGEMENT OF FIRST SOURCE HIRING REQUIREMENTS

Pursuant to the provisions of Section ____ of the Lease by and between Parkmerced Investors Properties LLC and _____ (“Commercial Tenant”), dated _____, Commercial Tenant acknowledges that Commercial Tenant is obligated by the Lease to execute the First Source Hiring Agreement and First Source Hiring Form attached hereto. Tenant hereby acknowledges that, as a condition of its services, Tenant is obligated to participate in San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code, in the manner more specifically detailed in the attached First Source Hiring Agreement.

Dated:

ACKNOWLEDGED
Tenant

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

By: _____
Its: _____
Title: _____
Date: _____

