

City and County of San Francisco

First Source Hiring Program

Office of Economic and Workforce Development
Workforce Development Division



Edwin M. Lee, Mayor

Attachment A-2: Form of First Source Hiring Agreement For Commercial Office Lease Occupancy by Permanent Tech Employers

This First Source Hiring Agreement (this “**Agreement**”) for Permanent Tech Employers, is made as of _____, by and between _____ (the “**Lessee**”), and the First Source Hiring Administration, (the “**FSHA**”), collectively the “Parties”:

RECITALS

WHEREAS, the San Francisco Port Commission and [**insert name of master tenant under a Parcel Lease**] (the “**Port Tenant**”) are parties to that certain Parcel Lease dated as of _____, 20XX (the “**Parcel Lease**”) for the building at [Address] (the “**Premises**”); and

WHEREAS, the Workforce Development Plan attached as Exhibit [XX] to the Parcel Lease (the “**Workforce Development Plan**”) requires all Port Tenants and Covered Subtenants that are also Permanent Tech Employers (as those terms are defined in the Workforce Development Plan) to enter into a First Source Hiring Agreement for operations in the form of this Agreement, in satisfaction of the requirements of the City’s First Source Hiring Program under Chapter 83 of the San Francisco Administrative Code (“**Chapter 83**”); and

WHEREAS, Lessee is a Permanent Tech Employer and is [**the Port Tenant under the Parcel Lease**][**a Covered Subtenant under that certain Sublease with the Port Tenant dated as of _____, 20XX (the “Covered Sublease”)**]; and

WHEREAS, as a material part of the consideration given by Lessee under the [**Parcel Lease**][**Covered Sublease**], Lessee, as a Permanent Tech Employer, has agreed to enter into this FSHA Agreement for TechSF that sets forth participation and reporting requirements to participate in the Tech SF Initiative managed by the Office of Economic and Workforce Development (OEWD); and

WHEREAS, the form of this agreement may be subject to change upon mutual agreement of the Port Tenant or Covered Subtenant, as applicable, and OEWD subject to provisions of the Workforce Development Plan.

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, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

- a. **Internship**: A learning and career preparation method that occurs within the context of a course or program. Internships include careers exploration and direct experience

- and include guidance by staff, mentors, employers, and peers. An intern obtains a good understanding of the requirements of the occupation and an overview of all aspects of their chosen industry, and develops college and career readiness and success skills, such as critical thinking, problem-solving, collaboration and communication.
- b. Permanent Tech Employer shall mean an employer that (i) employs primarily Technology Occupations and Technology-Enabled Occupations, and (ii) occupies more than 25,000 gsf within the Project.
 - c. Referral: A member of the Workforce System who has participated in an OEWD workforce training program.
 - d. Registered Apprenticeship combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by employer at outset of training program, and the training program is pre-approved by the US Department of Labor (USDOL) or California Division of Apprenticeship Standards (DAS). Registered Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Registered Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.
 - e. Technology-Enabled Occupations: occupations that require skills related to Information, Media and ICT Literacy as highlighted in California's Digital Literacy definition, "[one's capacity] for using digital technology, communications tools, and/or networks in creating, accessing, analyzing, managing, integrating, evaluating, and communicating information in order to function in a knowledge based economy and society." Technology-Enabled Occupations require the ability to analyze, access and work with common computing and communications devices, operating systems, networking systems and applications. These occupations require the ability to understand and use ICT computing, communications and information technologies; use technologies for advance research, analysis and administrative operations. These occupations also require the ability to create, interpret and work with an increasing variety of digital media.
 - f. Technology Occupations: defined as positions that require core competencies in information and communication technology (ICT) systems and solutions. These occupations develop and deploy technologies and infrastructures to both support their enterprise and product users. Additionally, technology occupations require skills in research, design, development and analysis of custom technological products; including but not limited to software, web, application, and cloud-based products. Technology occupations also include positions that are related to the sales, marketing and engineering of these technology-based products. Technology occupations typically occur in the major industry clusters as defined by the North American Industry Classification System (NAICS): Software Publishers; Wired Telecommunications; Wireless Telecommunications; Satellite Communications; Data Processing, Hosting and Related Services; Internet Publishing and Broadcasting and Web Search Portals; and Computer Systems Design. Major technology occupation

clusters as identified by the Bureau of Labor Statistics include but are not limited to: information support and services; network systems; program and software development; and web and digital communications.

- g. TechSF: A program which has been established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development, to provide training, education and job placement assistance services to jobseekers, and connect local employers to a qualified workforce in order to help all involved benefit from the growth of the local technology industry, and technology-based and technology-enabled occupations across all sectors. For the purposes of this document, this term will refer to any successor programs which provide similar services.
- h. Work Experience: Experience which combine an on-the-job learning component with related classroom instruction designed to maximize the value of on-the-job experiences. Work Experience Education is classified in the California Education Code as General, Exploratory, or Vocational. General work experience exposes students to the world of work; exploratory work experience also allows students to experience a variety of careers; and vocational work experience allows students to explore a career interest in greater depth.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

- a. Lessee is required to hold one meeting with OEWD's Business Services Team regarding the hiring of individuals through TechSF for any available positions in Technology Occupations or Technology-Enabled Occupations. Provided Lessee utilizes nondiscriminatory screening criteria, Lessee shall have the sole discretion to interview and hire any Referrals.
- b. Hiring decisions shall be entirely at the discretion of Lessee. Lessee will notify OEWD's Business Services Team of every hire who is a Referral from the Tech SF Initiative.
- c. Lessee will report to OEWD Business Services annually (beginning with the one-year anniversary date of its **[Parcel Lease][Covered Sublease]** on activities conducted by Lessee under this Agreement related to the compliance of Good Faith Effort obligations enumerated in Section 3, which may include number of Referrals, hires, or other metrics covered by the TechSF Community Benefits Program.
- d. This Agreement will be in full force and effect as to the **[Parcel Lease][Covered Sublease]** until the earlier of [for **Parcel Lease: insert the date that is 10 years from the execution of the Parcel Lease**][for **Covered Subleases and subsequent Subleases within 10-year period: insert the date that is 10 years from the date of execution**].

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Within forty-five days after the commencement of the applicable **[Parcel Lease][Covered Sublease]**, Lessee will contact OEWD as required by the Workforce Development Agreement. Within six months after the commencement of the applicable **[Parcel Lease][Covered Sublease]**, or at a later date if agreed to by OEWD, Lessee will prepare and

submit to OEWD its community benefits program designed to facilitate job training and education opportunities for participants in the TechSF program or (or successor program designated by OEWD) (the “**TechSF Community Benefits Program**”) and will implement the TechSF Community Benefits Program for the term of this Agreement. The TechSF Community Benefits Program shall either consist of the measures in subsections a – c below, or the Lessee will have discretion in designing its own unique TechSF Community Benefits Program to an equal or higher qualitative standard as the measures described below. If a Lessee elects to design its own unique TechSF Community Benefits Program, such program will require approval from OEWD, not to be unreasonably withheld. The TechSF Community Benefits Program may be revised annually with the consent of OEWD. The following measures (which may be in addition to other measures reasonably implemented by Lessee) will qualify as compliance with this requirement:

- a. Provide indoor space to host temporary jobseeker networking, career panel and other OEWD-identified job placement assistance events related to technology or technology-enabled occupations through the San Francisco Workforce System. OEWD/Tech SF would manage the planning, coordination and marketing for events. Programming may include one of the following:
 - i. hosting one event per year at site location for up to 150 individuals, if requested by OEWD/Tech SF. If no such request is made, then this subsection will be deemed to have been satisfied for the year.
 - ii. participating in two additional TechSF activities per year.
- b. Host at least 5 Work Experience and/or Internship opportunities for every 100 permanent employees per year, targeting OEWD Referrals and Bayview Hunter’s Point and surrounding area neighborhood residents, and other Disadvantaged Workers.
- c. Volunteer employee time for on-site training opportunities, which could include workplace tours, job shadowing, classroom lectures, mock interviews, career panels, resume workshops, mentoring, student showcases or other supportive activities.
 - i. Lessee shall provide 100 employee hours per year (e.g. 25 employees at 4 hours each or other combination to be determined by the Lessee), through company’s Community Social Responsibility (CSR) agenda or other policies.
- d. Target creating up to five (5) Registered Apprentice positions for every 100 permanent employees, per year, to the extent a USDOL or DAS approved training program exists within the City of San Francisco for occupations which the Lessee is currently hiring for, and interview qualified Referrals through the TechSF Initiative.

Lessee’s failure to prepare and implement the TechSF Community Benefits Program set forth in this Section 3 does not impute “bad faith” but shall trigger a review of the referral process and compliance with this Agreement. Violations of this Agreement will be subject to penalties outlined in Chapter 83.

4. COLLECTIVE BARGAINING AGREEMENTS

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, project labor agreements or existing employment contracts (“**Collective Bargaining Agreements**”). In the event of a conflict between this Agreement and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Agreement.

5. NOTICE

All notices to be given under this Agreement shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Business.Services@sfgov.org

6. ENTIRE AGREEMENT; MISC.

This Agreement contains the entire agreement between the parties with respect to the subject matter thereunder and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected. If this Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Lessee, their obligations shall be joint and several. 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. This Agreement shall be governed and construed by laws of the State of California.

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

Date: _____ Signature: _____
Name of Authorized Signer: _____
Company: _____
Address: _____
Phone: _____
Email: _____