



First Source Hiring Agreement

This First Source Hiring Agreement (this “Agreement”), is made as of _____, by and between _____, and the First Source Hiring Administration, (the “FSHA”):

RECITALS

WHEREAS, _____, (Production Company) a film production company, has applied for the Scene in San Francisco rebate program through the San Francisco Film Commission. WHEREAS, as a material part of the consideration given by the San Francisco Film Commission to this request, the Production Company 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

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

- a. **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 training or specific preparation, and shall include temporary and permanent jobs.
- b. **Production Company:** A qualified low-budget film production or qualified film production that pays qualified production costs.
- c. **Publicize:** Advertise or post available employment information, including participation in job fairs or other forums.
- d. **Qualified:** An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by the Production Company to the System in the job availability notices required in this Agreement.
- e. **System:** The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the FSHA, for maintaining (1) a pool of qualified individuals, 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 of the San

Francisco Administrative Code. For purposes of this agreement the San Francisco One Stop Centers shall represent the local workforce development system in recruiting, pre-screening and referring qualified job seekers.

- f. Subcontractor: A person or entity that has a direct contract with the Production Company to perform a portion of the work under the Contract within the city limits of San Francisco.

2. PARTICIPATION OF THE PRODUCTION COMPANY IN THE SYSTEM

- a. As soon as reasonably practicable after execution of this Agreement, the Production Company shall provide to FSHA a completed First Source Employment Projection Form. The Production Company must project the number of entry-level positions the company plans to employ in the local area by job title, stating which positions are currently filled and which are vacant and available for system referrals and return completed form to the FSHA via fax or email.
- b. The Production Company will work with an assigned One Stop Business Account Representative to post all available entry level jobs with First Source. The Production Company will provide the Business Account Representative 10 (ten) calendar days to recruit and refer qualified candidates prior to posting the entry-level job to the general public.
- c. The Production Company will provide feedback to One Stop Business Account Representatives on job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Production Company no later than 3 weeks after date of interview or hire. The Production Company will also provide constructive feedback on One Stop job seekers not hired.

3. THE PRODUCTION COMPANY RETAINS DISCRETION REGARDING HIRING DECISIONS

The Production Company agrees to work cooperatively with One Stop 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 the Production Company utilizes nondiscriminatory screening criteria, the Production Company shall have the sole discretion to interview and hire any System Referrals.

4. THE PRODUCTION COMPANY'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

The Production Company will make good faith efforts to comply with its obligations to participate in First Source through the One Stop System. Determinations of the Production Company's good faith efforts shall be evaluated by:

- a. The Production Company shall be deemed to have used good faith efforts if the Production Company posts every available entry-level job with the FSHA, prior to posting with the general public.
- b. The Production Company interviews at least 60% of First Source referrals.
- c. The Production Company fills at least 30% of its entry level jobs with First Source referrals, or

the Production Company achieves and reports to First Source interview and hiring percentages which are commensurate with the intent of this Agreement and effectuate the goals of First Source.

- d. The Production Company's failure to meet the criteria set forth in this Section 4 (a, b, and c) does not impute "bad faith." Failure to meet the criteria set forth in Section 4 (a, b, and c) shall trigger a review of the referral process and the Production Company's efforts to comply with this Agreement. The Production Company's proactive participation in such a review shall also be a demonstration of good faith under this Agreement.

5. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this Agreement precludes the Production Company 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.

6. THE PRODUCTION COMPANY'S COMPLIANCE WITH EXISTING EMPLOYMENT 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, 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.

7. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

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.

8. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the local production. Upon expiration of the local production, this Agreement shall terminate and it shall be of no further force and effect on the parties hereto.

9. 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.

10. 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.

11. 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.

12. SUCCESSORS

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 the Production Company, their obligations shall be joint and several.

13. 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.

14. GOVERNING LAW

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

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

Production Company:

Signature: _____

Name:

Title:

City and County of San Francisco:

Signature: _____

**Viktoriya Dostal
Director of Business Services
Office of Economic and Workforce Development**