



*Edwin M. Lee, Mayor*

**Exhibit H: First Source Hiring Agreement**

This First Source Hiring Agreement (this “FSH Agreement”), is made as of July 1, 2016, by and between Pasha Automotive Services, a California corporation (“Pasha”), and the City and County of San Francisco, acting by and through the Office of Economic and Workforce Development (“OEWD”), collectively the “Parties”:

RECITALS

WHEREAS, Pasha is entering into Management Agreement 16114 with the Port to operate the Pier 80 Cargo Terminal (“Terminal Agreement”); and,

WHEREAS, Pasha is required to comply with the City’s First Source Hiring Ordinance as set forth in Chapter 83 of the San Francisco Administrative Code (“FSH Ordinance”);and

WHEREAS, Pasha wishes to make commitments for local hiring that exceed the requirements of the FSH Ordinance as expressly set forth herein and has agreed to execute this FSH Agreement and participate in the Workforce System managed by OEWD; and

WHEREAS, this FSH Agreement will be incorporated into the Terminal Agreement as a material term;

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 FSH Agreement, initially capitalized terms shall be defined as follows:

- a. **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.
- b. **Workforce System:** The First Source Hiring program established by OEWD.
- c. **Referral:** A member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for specified Entry Level Positions with Pasha at the Pier 80 Cargo Terminal.

## 2. DUTIES OF PARTIES

- a. Pasha shall exercise due diligence to notify OEWD as early as possible of every available Entry Level Position and to provide OEWD a minimum of ten (10) business days to recruit and refer qualified candidates prior to advertising such position to the general public. Pasha will advise OEWD in advance of all hiring requirements including but not limited to testing that Pasha considers necessary for employment for all hires (including Entry Level Positions).
- b. Subject to availability, OEWD will refer an adequate number of Referrals to meet Pasha's hiring needs and will make every effort to prioritize residents from SF Supervisorial District 10.
- c. Pasha will interview each Referral and prioritize hiring from the Referrals, with emphasis on SF Supervisorial District 10 hires, provided the Referrals at a minimum meet Pasha's hiring criteria, including background check, motor vehicle record check and drug screening.
- d. Pasha will provide feedback to OEWD on Referrals interviewed, and Referrals hired, including name, position title, starting salary and employment start date and other information reasonably requested by OEWD or Port no later than ten (10) business days after date of interview or hire. Pasha will also provide feedback on reasons as to why Referrals were not hired.
- e. Pasha will commit to a retention goal of hires through the Workforce System and submit a monthly workforce retention report to OEWD in a form acceptable to OEWD and Port. Pasha shall meet with OEWD on a quarterly or as needed basis to discuss hiring goals and practices for Referrals, including but not limited to workforce status, review reports, and identifying additional opportunities.
- f. This FSH Agreement shall be in full force and effect throughout the term of the Terminal Agreement.

## 3. GOOD FAITH EFFORT TO COMPLY

Pasha will make good faith efforts to comply with its obligations under this FSH Agreement. OEWD's determination of good faith efforts shall be based on all of the following:

- a. Pasha will execute this FSH Agreement and a completed *Exhibit H-1* upon execution of the Terminal Agreement with the Port. Pasha will also accurately complete and submit *Exhibit H-1* annually to reflect employment conditions.
- b. Pasha agrees to register with OEWD's Referral Tracking System, upon execution of this FSH Agreement.
- c. Pasha will identify a single point of contact responsible for communicating Entry Level Positions and take active steps to ensure continuous communication with OEWD.
- d. During the term of this FSH Agreement, Pasha shall use Good Faith Efforts to hire Referrals, prioritizing Referrals from Supervisorial District 10. All Pasha hiring shall be subject, in Pasha's sole discretion, to Pasha's minimum qualifications criteria, drug screening and background check. Pasha's goal will be to hire Referrals so that at least 50% of Pasha's new hires for Entry Level Positions are Referrals and are residents of District 10 (provided that OEWD is able to refer an adequate number Referrals from District 10).

- e. Pasha shall provide OEWD with monthly Referral hiring reports in a form acceptable to OEWD and Port and shall participate in quarterly Referral status/hiring/retention update meetings with OEWD staff.
- f. Nothing in this FSH Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, insurance agreements, existing employment contracts or Pasha's Drug and Alcohol Policy. In the event of a conflict between this FSH Agreement and an existing agreement or Pasha policy, the terms of the existing agreement or Pasha policy shall supersede this FSH Agreement.
- g. Pasha's failure to make good faith efforts shall not impute "bad faith" but shall trigger a review of the referral process and Pasha's compliance with this FSH Agreement.
- h. Noncompliance with this FSH Agreement will result in penalties as defined by the FSH Ordinance, which Pasha has read, understands and agrees to comply with. OEWD agrees that Pasha shall be able to take negotiated corrective actions and avoid penalties in an enforcement scenario if Pasha's non-compliance did not violate the FSH Ordinance. The parties agree that corrective actions shall not cause Pasha to violate any of the agreements referenced in Paragraph 3(f) above or any of its hiring criteria.

4. NOTICE

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

ATTN: Office of Economic and Workforce Development  
1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94103

- 5. Section 25.8 of the Terminal Agreement and this FSH Agreement contain the entire agreement between the parties as to compliance with the FSH Ordinance 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 FSH Agreement shall be held invalid or unenforceable, the remainder of this FSH Agreement shall not be affected. If this FSH 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 FSH Agreement shall inure to the benefit of and shall be binding upon the parties to this FSH Agreement and their respective heirs, successors and assigns. Section titles and captions contained in this FSH Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this FSH Agreement or the intent of any of its provisions. This FSH Agreement shall be governed and construed by laws of the State of California.
- 6. Pasha acknowledges and agrees that the City's Local Hiring Requirements as applicable to the construction of improvements and the City's Prevailing Wage Requirements as described in Sections 25.19 and 25.15 respectively of the Terminal Agreement are separate programs with independent requirements and that Pasha's compliance with this FSH Agreement does not fulfill the requirements of those other programs.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this FSH Agreement as of the dates set forth below.

CITY AND COUNTY OF SAN FRANCISCO  
A municipal corporation operating by and  
through the Office of Economic and Workforce  
Development

PASHA AUTOMOTIVE SERVICES  
A California Corporation

By \_\_\_\_\_  
Todd Rufo, Director

By \_\_\_\_\_  
George W. Pasha IV, President and CEO

Date Executed: \_\_\_\_\_

Date Executed: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

\_\_\_\_\_  
By: Rona H. Sandler  
Deputy City Attorney



# FIRST SOURCE HIRING PROGRAM

WORKFORCE PROJECTIONS FORM

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

## EXHIBIT H-1 WORKFORCE PROJECTIONS

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Main Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of authorized representative\*

Date

*\*By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

### Instructions:

The employer must notify the First Source Hiring Program (Contact Info below) if an **Entry Level Position** becomes available.

### Section 1: Select your Industry

- |                                              |                                                                                 |                                            |
|----------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Auto Repair         | <input type="checkbox"/> Entertainment                                          | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Business Services   | <input type="checkbox"/> Elder Care                                             | <input type="checkbox"/> Professionals     |
| <input type="checkbox"/> Consulting          | <input type="checkbox"/> Financial Services                                     | <input type="checkbox"/> Real Estate       |
| <input type="checkbox"/> Construction        | <input type="checkbox"/> Healthcare                                             | <input type="checkbox"/> Retail            |
| <input type="checkbox"/> Government Contract | <input type="checkbox"/> Insurance                                              | <input type="checkbox"/> Security          |
| <input type="checkbox"/> Education           | <input type="checkbox"/> Manufacturing                                          | <input type="checkbox"/> Wholesale         |
| <input type="checkbox"/> Food and Drink      | <input type="checkbox"/> I don't see my industry <i>(Please Describe)</i> _____ |                                            |

### 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

**Please email, fax, or mail this form SIGNED to:**

ATTN: Business Services  
Office of Economic and Workforce Development  
1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94103  
Tel: 415-701-4848  
Fax: 415-701-4897  
<mailto:Business.Services@sfgov.org>  
Website: [www.workforcedevelopmentsf.org](http://www.workforcedevelopmentsf.org)