

**CITY OF RICHMOND
FIRST SOURCE AGREEMENT
CONSTRUCTION CONTRACTS**

THIS AGREEMENT is entered into on the date stated below by and between the CITY OF RICHMOND, a municipal corporation (City), and _____, (Employer).

WHEREAS, the Employer has been awarded a contract or subsidy by the City, or is otherwise covered by the Ordinance;

WHEREAS, the Employer agrees to enter into this First Source Agreement (FSA) with the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employer will comply with the terms of Chapter 2.56 of the Richmond Municipal Code, Local Employment Program (Ordinance), copy attached hereto and incorporated by reference.

2. Liaison. Employer shall designate a liaison for issues related to the Ordinance and this FSA. The liaison shall work with designated City staff to facilitate effective implementation of the Ordinance and this FSA.

3. First Source Hiring Process. Employer shall take the following steps regarding hiring covered by the Ordinance:

(a) Long-Range Planning. Employer shall, prior to hiring covered by the Ordinance, and as soon as practicable, provide to the designated City staff the approximate number and type of hires that it will make for employment, and the basic qualifications necessary for each projected hire.

(b) Dual Notification Process. Where the Employer has entered into a signatory agreement with a local union and the associated craft, Employer shall work with the local union and the City of Richmond Employment and Training Department (ETD) to fill those positions. The Employer shall forward to the ETD a copy of all personnel requests made to the trade unions, specifying the residency of personnel requested, (this process is hereafter referred to as the "dual notification process" and a description of it is attached hereto along with the Request for Craft form for use by the Employer). In the dual notification process, the Employer shall utilize the "name call," "rehires," "transfers," "sponsorship," and other available options in maximizing the participation of Richmond residents.

(c) Notification of job opportunities. Where the Employer has not entered into a signatory agreement with a local union, then prior to hiring covered by the Ordinance, Employer shall notify the designated City staff, by email or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements, e.g., language skills, driver's license, etc. Job qualifications shall be limited to skills directly related to performance of job duties.

(d) Filling of job opportunities. Where the Employer has not entered into a signatory agreement with a local union, then prior to announcing or advertising in any form and by any means (except for compliance with internal posting procedures) the availability of an employment position covered by the Ordinance, and prior to hiring for such a position, the Employer shall notify ETD in writing of such position, including a general description of the position and Employer's minimum requirements for qualified applicants, and shall request ETD to refer qualified applicants for such position to Employer. The Employer shall refrain from any general announcement or advertisement of the availability of such position, and shall refrain from hiring anyone other than a Richmond resident for such position, for a period of ten (10) business days after notification to the ETD. This ten-day period shall be known as the "Advance Notice Period."

(e) Job Site Applications. In the event that any persons seek employment with the Employer at the job site, the Employer shall have the person complete a Job Site Application consisting of name, address, telephone number, social security number and trade. The Employer will then submit this information to the ETD.

4. Monthly Reports. Employer shall, on a monthly basis, furnish certified payroll sheets to ETD. Failure to provide the City with this information shall result in delay of progress payments for that portion which is deemed not in compliance with the provisions of this Agreement.

5. Quarterly Reports. Each Employer shall prepare quarterly reports detailing the number of hires for employment covered by the Ordinance during the quarter and stating what percentage of such hires were Residents. The Designated City staff shall assist Employers by preparing forms to be completed for this purpose. Reports shall be filed with the ETD within thirty days after the completion of each quarter. Reports may include a description of any difficulties the Employer is having with obtaining qualified referrals through the Designated City staff.

6. Non-compliance Procedure. In the event the City believes the Employer may not be in compliance with the requirements of this FSA, the following procedure will be followed:

(a) The City Manager or designee shall cause to be delivered to the Employer a

written "Notice of Non-Compliance." This Notice shall specify the matters which constitute the non-compliance; the specific action required to correct the non-compliance; and the time period during which such correction shall occur. In no event shall this time period be more than thirty (30) days after receipt of the Notice by the Employer. If the Notice is mailed, it will be deemed received five days after the date of mailing.

(b) If the Employer disagrees with the Notice, they shall have the burden of proving compliance with the provisions of the Ordinance and shall submit any evidence and argument to the City Manager or designee to establish compliance no more than thirty (30) days after receipt of the Notice by the Employer.

(c) In the event the City Manager or designee subsequently agrees that compliance has occurred, the City Manager or designee shall cause to be delivered promptly to the Employer a written "Notice of Correction of Non-Compliance," specifying the original non-compliance which has been corrected.

(d) In the event the City Manager or designee does not agree that compliance has occurred, the City Manager or designee shall promptly notify the Employer by a written "Notice of Failure to Correct Non-Compliance," describing the facts constituting the non-compliance.

(e) After the issuance of a written "Notice of Failure to Correct Non-Compliance," the Employer shall have the right to request a hearing before the City Manager, designee, or a mutually agreed upon arbitrator who shall make the final determination. The request for a hearing must be made within ten (10) working days after receipt of the "Notice of Failure to Correct Non-Compliance." If the Notice is mailed, it will be deemed received five days after the date of mailing. The hearing shall be held no sooner than 20 and no later than 30 days after receipt by the City of the Request for Hearing, unless otherwise agreed to by the parties. At the hearing, the Employer will be allowed to present any evidence and argument it believes proves compliance. The City Manager, designee, or neutral arbitrator shall issue their final determination no later than 10 business days after the hearing. The Employer must exhaust this administrative remedy prior to commencing further legal action.

(f) In the event no Request for Hearing is timely made, the determination of failure to correct non-compliance shall be deemed to be final.

(g) Should the Employer fail to comply with the "Notice of Non-Compliance" as specified above, and a final determination of non-compliance is made, the City may exercise any of its powers as specified in §2.56.080 of the Ordinance.

Executed this _____ day of _____, _____.

Employer

By: _____

CITY OF RICHMOND

By: _____

Approved as to form:

City Attorney