

2. CANNABIS BUSINESS OBLIGATIONS

- a. Cannabis Business shall notify OEWD of every available position and provide OEWD 10 business days to recruit and refer qualified candidates from the Workforce System prior to advertising such position to the general public. Cannabis Business shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Cannabis Business no later than 10 business days after date of interview or hire. Cannabis Business will also provide feedback on reasons as to why referrals were not hired. Cannabis Business shall have the sole discretion to interview any Referral by OEWD and will inform OEWD why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Cannabis Business.

Cannabis Business will execute this Agreement upon issuance of a Cannabis Business Permit. Cannabis Business shall accurately complete and submit Exhibit B-1, the “First Source Employer’s Projection of Positions” form to OEWD upon execution of this Agreement.

- b. Cannabis Business shall register with OEWD’s data system, upon execution of this Agreement.
- c. Cannabis Business shall notify OEWD of all available positions 10 business days prior to posting with the general public. The Cannabis Business must identify a single point of contact responsible for communicating positions and take active steps to ensure continuous communication with OEWD.
- d. Cannabis Business will provide good faith efforts to meet the hiring goals established by the FSHP for filling open positions with FSHP referrals. Specific hiring decisions shall be the sole discretion of the Cannabis Business.
- e. 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.
- f. This Agreement shall be in full force and effect as long as operating as a Cannabis Business. Cannabis Business’ failure to meet the criteria set forth in this Agreement may trigger a review of the referral process and compliance with this Agreement. Failure to comply with this Agreement may result in penalties as defined in San Francisco Administrative Code Chapter 83, Cannabis Business agrees to review San Francisco Administrative Code Chapter 83, and execution of the Agreement denotes that Cannabis Business agrees to its terms and conditions.



3. 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

4. This Agreement contains the entire agreement between the Parties 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 Cannabis Business, 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: _____

