

#### Exhibit B: First Source Hiring Program Agreement For Operation of Cannabis Business

This First Source Hiring Program Agreement (this "Agreement"), is made as of by and between (the "Cannabis Business"), and the First Source Hiring Program Administration, (the "FSHA"), collectively the "Parties":

## RECITALS

WHEREAS, every Cannabis Business shall enter into a First Source Hiring Agreement under Article 16 of the San Francisco Police Code (Article 16), and

WHEREAS, as a material part of the Cannabis Business Permit issued under Article 16, Cannabis Business shall execute this Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as 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. Workforce System: The System is established by the City and County of San Francisco and managed by OEWD for maintaining 1. A pool of qualified individuals; and 2. The mechanism by which individuals are certified and referred to prospective employers covered by the FSHP requirements under this Chapter.
- b. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background, and skill sets for a Cannabis Business' specified open position.
- c. Cannabis Business: Shall have the same meaning as that term is defined in Article 16.



# 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 submits 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.



1 Dr. Carlton B. Goodlett Place, Room 448

San Francisco, CA 94102 | www.oewd.org

#### 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, 5<sup>th</sup> Floor, San Francisco, CA 94103 Email: <u>Business.Services@sfgov.org</u>

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:	Sign	ature:	
	Name of Authorized Signer:		
	Company:		
	Address: Phone:		
	Email:		
1 Dr. Carlton B. Good	dlett Place, Room 448		Francisco, CA 94102   www.oewd.org

p: 415.554.6969 f. 415.554.6018