

## EXHIBIT D

### LOS ANGELES EVENT CENTER COMMUNITY BENEFITS PROGRAM

#### I. PURPOSE

The purpose of this Los Angeles Events Center Community Benefits Program is to provide for a coordinated effort between community-based organizations and the Event Center Owner to maximize the benefits of the Project to the surrounding community. This Community Benefits Program will provide: targeted employment opportunities at and above living wage levels, as well as job training, to local residents; programs and funds designed to assist the development of micro-businesses and minority business and introduce youth to careers in the sports, entertainment and hospitality industries; funds for streetscape improvements, neighborhood protection enhancements and land use planning; and funds for the development of publicly accessible park, and/or green space, among other community benefits. The community-based organizations, collectively referenced herein as the "Coalition," include those organizations listed in Attachment 1 to this Community Benefits Program. Capitalized terms not defined herein shall have the same meaning as set forth in the Development Agreement.

#### II. LOCAL HIRING AND JOB TRAINING

- A. **Purpose.** The purpose of this section is to facilitate the customized training and local hiring of targeted job applicants in the Project. This section establishes: (1) a requirement that a Project Labor Agreement be entered into for the construction of the Project; (2) a non-exclusive system for referral of targeted job applicants to employers in the operation of the Project as jobs become available, and (3) a mechanism whereby targeted job applicants will receive job training in the precise skills requested by employers in the operation of the Project.
- B. **Project Labor Agreement.** The Event Center Owner shall require the contractor for the Project to enter into a Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council (PLA) to promote efficiency of demolition and construction operations during construction of the Project and provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. The Project Labor Agreement shall also establish a process for implementation of local workforce utilization goals, such as local hire goals and efforts to hire disadvantaged workers including: formerly homeless, individuals formerly in contact with the judicial system, veterans of Iraq and Afghanistan, emancipated youth or chronically unemployed or underemployed workers.

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#### C. Local Hiring.

1. Local Hiring Goals. The Event Center Owner has established the following local hiring goals for the construction and operations of the Project:
  - a. Construction: 30%
  - b. Operations: 50%
  
2. Compliance. The Event Center Owner shall use reasonable good faith efforts, to the extent feasible, to achieve these goals. Compliance with the construction local hiring goal shall be measured based on the total number of hours performed during the construction of the Project and not on the total number of hours performed by a particular contractor or subcontractor. Compliance with the local hiring goal during Project operations shall be determined pursuant to Section V of the First Source Hiring Policy, attached hereto at Attachment 2.
  
3. Construction.
  - a. The Event Center Owner shall implement its local hiring goal during construction of the Project through requirements established by the PLA required under Section II.B. The PLA shall require that the contractor include the provisions and goals for local hiring in every contract with subcontractors performing construction on the Project site in connection with the Project.
  
  - b. The PLA shall provide a definition of "local hire," which shall include at a minimum as a first priority individuals whose primary place of residence is within five (5) miles of the Project and who live within census tracts with high poverty (more than 40% of the population is below the poverty line), high unemployment (exceeds 150% of the average for Los Angeles County), and high housing costs (35% or more of the population spends 50% or more of their income on housing).
  
  - c. The Event Center Owner shall report or cause to be reported quarterly to the Bureau of Contract Administration and, through the Development Agreement annual report, annually on the progress of its compliance with the local construction hiring requirements of this Section. In compiling these local hire reports, the Event Center Owner shall be entitled to rely on information provided by contractors and subcontractors performing work on the Project, without responsibility to perform independent

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investigation, unless the Event Center Owner receives an allegation or discovers evidence that a contractor or subcontractor's reporting is inaccurate. Local hire reports shall detail each contractor and subcontractor working on the Project site, and shall include, at a minimum: (i) the zip code for the place of residency of each local hire; (ii) the hours of construction work performed by each local hire; and (iii) the total hours performed by all construction workers on the Project site.

#### 4. Operations.

- a. The Event Center Owner shall implement its local hiring goal during the operations of the Project through the First Source Hiring Policy, described below in Section II.D and attached hereto at Attachment 2.
- b. For the purposes of operations of the Project, a "local hire" shall be an individual whose primary place of residence is within the areas identified in Section IV.A.4 of the First Source Hiring Policy.
- c. Reporting to the City regarding the 50% local hiring goal for the operations of the Project shall be made in accordance with Section V.A.1 of the First Source Hiring Policy.

D. **First Source Referral System.** The Event Center Owner shall provide \$500,000 in seed funding to a nonprofit organization to staff and operate the First Source Referral System, as described in the First Source Hiring Policy. The First Source Referral System, which shall be established through a joint effort of the Event Center Owner and the Coalition, will work with employers and with appropriate community-based job training organizations to provide the referrals described in this Section. The Event Center Owner shall provide the funding required by this Section as follows: (i) 25% no later than 18 months prior to the anticipated opening of the Event Center; (ii) 25% no later than 12 months prior to the anticipated opening of the Event Center; (iii) 25% no later than 6 months prior to the anticipated opening of the Event Center; and (iv) 25% prior to the issuance of a final certificate of occupancy for the Event Center.

E. **First Source Hiring Policy.** The Event Center Owner and its service contractors providing services at the Event Center shall participate in the First Source Hiring Policy. Qualified individuals who are targeted for employment opportunities as set forth in Section IV.A.4 of the First Source Hiring Policy will have the opportunity to interview for job openings in the Project. Under the First Source Hiring Policy, the First Source Referral System will promptly refer qualified, trained applicants to employers for available jobs. The terms

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of the First Source Hiring Policy shall be part of any contract with the Event Center Owner and service contractors providing services at the Event Center. The Event Center Owner and service contractors shall have no responsibility to provide notice of job openings to the First Source Referral System if the First Source Referral System is not fulfilling its obligations under the First Source Hiring Policy. If the First Source Referral System becomes defunct, the Event Center Owner and service contractors shall have no responsibility to contact it with regard to job opportunities.

- F. **Customized Job Training Program**. The First Source Referral System will coordinate job training programs with appropriate community-based job training organizations. Prior to hiring for jobs within the Project, employers may request specialized job training for applicants they intend to hire, tailored to the employers' particular needs by working with the First Source Referral System. The First Source Referral System will then work with the appropriate community-based job training organizations to ensure that these applicants are provided with the requested training.

### III. LIVING WAGE PROGRAM

- A. **Purpose: One Hundred Percent Living Wage Goal**. The Event Center Owner has established a Living Wage Goal of maintaining 100% of the jobs in the operation of the Project as living wage jobs and shall make all reasonable efforts to maximize the number of living wage jobs in the Project. Achievement of the Living Wage Goal shall be measured five (5) years and ten (10) years from the date of the final certificate of occupancy for the Event Center Improvements.
- B. **Achievement of Living Wage Goal**. For purposes of determining the percentage of living wage jobs in the Project, the following jobs shall be considered living wage jobs:
1. Jobs covered by the City's Living Wage Ordinance;
  2. Jobs for which the employee is paid on a salaried basis at least \$22,256 per year if the employee is provided with employer sponsored health insurance, or \$24,856 per year otherwise (these amounts will be adjusted in concert with the cost of living adjustments to wages required under the City's Living Wage Ordinance);
  3. Jobs for which the employee is paid at least \$10.70 per hour if the worker is provided with employer sponsored health insurance or \$11.95 per hour otherwise (these amounts will be adjusted in concert with cost of living adjustments to wages required under the City's Living Wage Ordinance);
  4. Jobs covered by a collective bargaining agreement.

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The percentage of living wage jobs in the Project will be calculated as the number of on-site jobs falling into any of the above four categories, divided by the total number of on-site jobs. The resulting number will be compared to the Living Wage Goal to determine whether the Living Wage Goal has been achieved.

- C. **Event Center Owner Compliance if Goal is Not Met.** In the event that actual performance is less than 80% of the goal for two consecutive years, the Event Center Owner shall include in its annual report to the City under Section 4 of the Development Agreement proposed additional steps that it will take to meet the Living Wage Goal. Whether or not the Living Wage Goal is being met at the five (5) and ten (10) year reporting periods, the Event Center Owner shall be considered to be in compliance with this Section if it is in compliance with the remaining provisions of this Section.
- D. **Reporting Requirement.** The Event Center Owner will provide as part of its annual reporting required under Section 4 of the Development Agreement a report on the percentage of jobs in the Project that are living wage jobs. The report will contain data regarding each employer in the Project. Data regarding particular employers will not include precise salaries; rather, such data will only include the number of jobs and the percentage of these jobs that are living wage jobs, as defined by Section III.B, above. If the report indicates that the Living Wage Goal is not being met, the Event Center Owner will include as part of the report a discussion of the reasons why that is the case. In compiling this report, the Event Center Owner shall be entitled to rely on information provided by employers without responsibility to perform any independent investigation.

#### IV. ECONOMIC DEVELOPMENT & NEIGHBORHOOD PROTECTION

- A. **Purpose.** The purpose of this section is to assist in the development of land use planning and implementation strategies to promote economic development in the vicinity of the Project within the communities of Pico Union, South Los Angeles and Central City.
- B. **Neighborhood Protection and Land Use Planning.** No later than eighteen (18) months prior to the anticipated opening of the Event Center, the Event Center Owner shall guarantee \$1,500,000 through cash, bond or irrevocable letter of credit, payable to the Department of City Planning, for the development and implementation of neighborhood protection and land use planning initiatives to be implemented in the vicinity of the Project. Expenditures from this fund shall be made at the sole discretion of the Director of Planning, in consultation with stakeholders from the qualifying communities, the Coalition and the applicable Council Offices. The

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following communities will be eligible for the expenditure of funds: Pico Union, South Los Angeles and Central City.

- C. **Pico Union Streetscape Improvements.** Prior to the issuance of a building permit for the Event Center Improvements, the Event Center Owner shall submit to the Director of Planning a plan for the implementation of streetscape improvements (such as street trees, sidewalk scoring, street furniture, street lighting, etc.) in the portal or connection points between LA Live Way in South Park and Albany Street in Pico Union, along:

1. Olympic Blvd.
2. Chick Hearn Court/11<sup>th</sup> Street
3. 12<sup>th</sup> Street
4. West Pico Blvd.

During construction of the Event Center Improvements, the Event Center Owner shall fund or cause to be funded \$500,000 towards the implementation of the streetscape improvements. Prior to the issuance of a final certificate of occupancy for the Event Center Improvements, the Event Center Owner shall complete the streetscape improvements.

### V. SMALL BUSINESS DEVELOPMENT

- A. **Purpose.** The purpose of this section is to develop a program which maximizes the participation of small, minority, woman and disabled veteran owned businesses during the construction and operations of the Event Center.

B. **Definitions.**

1. **Small Business Enterprise (SBE):** A business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
2. **Minority or Women Business Enterprise (MBE or WBE):** A business enterprise that meets both of the following criteria:
  - a. A business that is at least 51% owned by one or more minority persons or women, in the case of any business whose stock

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- is publicly held, at least 51% of the stock is owned by one or more minority persons or women; and
- b. A business whose management and daily business operations are controlled by one or more minority persons or women.

For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

3. Disabled Veteran Business Enterprise (DVBE): A business enterprise that meets the following criteria:
  - a. A business that is at least 51% owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.

For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

#### C. SBE/MBE/WBE/DVBE Participation Goal.

1. Participation Goals. The Event Center Owner has established a goal that contracts and subcontracts awarded during the construction and operations of the Project be awarded to: Small Business Enterprise (SBE) firms in a dollar amount that is equal to 25%, Minority Business Enterprise (MBE) firms in a dollar amount that is equal to 20%, Women Business Enterprise (WBE) firms in a dollar amount that is equal to 5%, and Disabled Veteran Business Enterprise (DVBE) firms in a dollar amount that is equal to 3% of the aggregate sum of all contracts to be awarded. Contracts and subcontracts awarded to MBE, WBE and DVBE firms that meet the criteria of SBE firms shall also be counted toward the SBE participation goal. Contracts and subcontracts awarded to SBE firms that meet the criteria of MBE, WBE or DVBE firms shall also be counted towards the MBE, WBE or DVBE participation goals, as applicable.

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2. Compliance. The Event Center Owner shall include the provisions and participation goals of this Section in every contract let by the Event Center Owner in connection with the construction and operations of the Project, and shall require the inclusion of these provisions and goals in every subcontract entered into by any such contractors.
3. Reporting. The Event Center Owner shall provide or cause to be provided on a quarterly basis to the Bureau of Contract Administration, as well as part of its annual reporting required under Section 4 of the Development Agreement, a compliance report, which shall include the following:
  - a. The total of all payments under all contracts subject to this Section during the reporting period;
  - b. The total of all payments to SBE, MBE, WBE and DVBE contractors and subcontractors during the reporting period; and
  - c. The names, addresses, total contract payments and evidence of certification for each SBE, MBE, WBE and DVBE contractor and subcontractor.
  - d. Recognized certifications are State of California, Southern California Minority Business Development Council, Women's Business Enterprise Council – West, or City of Los Angeles.

The Event Center Owner shall be entitled to rely on certifications as to the eligibility of a SBE, MBE, WBE or DVBE firm provided by such contractors and subcontractors, and no further certification shall be required.

- D. Emerging Business Enterprise Development Fund. No later than six (6) months prior to the anticipated opening of the Event Center, the Event Center Owner shall provide seed funding in the amount of \$200,000 to a nonprofit organization that supports the development and growth of Emerging Business Enterprises (EBE) in vicinity of the Project, including the areas of Pico Union, South Park and South Los Angeles. Funds shall be used to support the development of EBE participation in the construction and operation of the Project. Funds are intended to leverage existing funding available to non-profit organizations that currently support the development and growth of EBEs.

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#### VII. GREEN SPACE, PARKS & RECREATION FUNDING

A. **Purpose.** The purpose of this section is to promote the continued enhancement and development of local public green space, parks and recreational facilities in the communities surrounding the Project.

B. **Park and Recreation Facilities.**

1. **Funding and Selection.** Prior to the issuance of a final certificate of occupancy for the Event Center Improvements, the Event Center Owner shall fund or cause to be funded at least \$1,300,000 for the creation or improvement of green space, parks and recreation facilities, including but not limited to land acquisition, park design and construction, soccer field development and the development of community gardens within a five (5) mile radius of the Project. The Event Center Owner, after consultation with the Coalition, shall select the location of park, recreation and green space facilities to be created or improved. Each park, recreation facility or green space development created shall be open and free of charge to the public and, to the extent appropriate, provide opportunities for physical recreation appropriate for all ages and physical ability levels. Park and recreation facilities shall be created or improved in a manner such that a responsible entity shall own, operate and maintain such facilities. The Event Center Owner shall have no responsibility for the operation or maintenance of any park, recreation facility or green space created.

2. **Timeline.** The park and recreation facilities created or improved pursuant to this agreement shall be completed within five (5) years of the issuance of a final certificate of occupancy for the Event Center Improvements.

C. **Dog Park.** Prior to the issuance of a final certificate of occupancy for the Event Center Improvements, the Event Center Owner shall fund or cause to be funded the development and maintenance of a dog park near the intersection of L.A. Live Way and Chick Hearn Court, subject to obtaining any required City approvals. The dog park shall be privately owned, operated and maintained by the Event Center Owner or one of its affiliates. The dog park shall be open to the public Monday-Sunday, during established and posted hours. The Event Center Owner, in its sole discretion, may adjust the operating days and hours of the dog park to best accommodate actual usage.

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#### VIII. YOUTH PROGRAMS

- A. **Purpose.** These programs are designed to expose youth from the targeted areas within a five (5) mile radius of the Project defined in Section IV.A.4 of the First Source Hiring Policy (Targeted Areas), to careers in the sports, entertainment and hospitality industries. In addition, these programs will provide employment opportunities for youth in these targeted industries as well as financial support for college bound students.
- B. **College Scholarship Program.** Prior to the issuance of a final certificate of occupancy for the Event Center Improvements, the Event Center Owner shall allocate \$1,000,000 for the creation of a college scholarship program for students who reside in the Targeted Areas.
- C. **Job Shadowing Program.** Prior to the issuance of a final certificate of occupancy for the Event Center Improvements, the Event Center Owner shall establish a job shadowing program designed to introduce and expose students to careers in the sports, entertainment and hospitality industries. The Event Center Owner shall invite schools within the Targeted Areas to participate in the program.
- D. **Summer Youth Employment Program.** Prior to the issuance of a final certificate of occupancy for the Event Center Improvements, the Event Center Owner shall allocate \$50,000 in seed funding to support a summer youth employment program for students residing in the Targeted Areas. The Event Center Owner shall either facilitate youth employment on-site or provide funding to a nonprofit organization that provides stipends to students as part of an existing summer youth employment program.
- E. **Paid College Intern Program.** Prior to the issuance of a final certificate of occupancy for the Event Center Improvements, the Event Center Owner shall prepare an outreach program for the (i) promotion of existing college internship opportunities to area colleges and universities within the Targeted Areas, and (ii) development of a paid college internship program for interns from the communities within the Targeted Areas.

## ATTACHMENT 1

### Coalition Organizations

Boys and Girls Club of Venice  
The Public Immigrant Policies Institute of Los Angeles  
Central American Resource Center (CARECEN)  
Los Angeles Neighborhood Land Trust (LANLT)  
Brotherhood Crusade  
United Way  
LA Union AFLCIO  
Pico Union Neighborhood Council  
Black Business Association  
Latino Business Chamber of Greater Los Angeles  
IBEW Local 11  
East Los Angeles Weingart YMCA  
Salvadoran Business Corridor  
El Salvador Community Corridor  
Salvadoran American Leadership & Educational Fund  
Strategic Actions for a Just Economy  
Los Angeles Alliance for a New Economy (LAANE)  
Pico Union Housing Corporation  
YWCA  
Latin Business Association  
Greater Los Angeles African American Chamber of Commerce  
Community Coalition  
Community Financial Resource Center  
Asian Business Association  
Los Angeles/Orange County Building Trades Council  
Search to Involve Pilipino Americans  
East-Mid-West Valley YMCA  
Asian Pacific American Legal Center  
Southern Christian Leadership Conference  
Salvation Army Red Shield Youth Center  
Community Coalition  
Youth Empowered Through Sports  
Conservation Corp  
Urban League  
CD Tech  
All Peoples Christian Center  
Resurrection Church  
Challengers Boys and Girls Club  
Korean Youth and Community Center  
Midnight Mission  
Better LA  
St. Francis Center  
Heat & Frost Insulators #5  
Boilermakers #92

## ATTACHMENT 1

### Coalition Organizations

Bricklayers & Allied Craftsmen #4  
I.B.E.W. #11  
Elevator Constructors #18  
Operating Engineers #12  
Gunitite Workers #345  
Iron Workers #416  
Iron Workers #433  
Laborers #300  
D.C. of Painters & Allied Trades #36  
Plumbers #78  
United Association #250  
Irrigation & Lawn Sprinklers #345  
Sprinkler Fitters #709  
Plasterers #200  
Plasters Tenders Local #1414  
Cement Masons #600  
Roofers/Waterproofers #36  
Sheet Metal Workers #105  
Teamsters Local #986  
Tile Layers #18

## ATTACHMENT 2

### First Source Hiring Policy

#### SECTION I. PURPOSE.

The purpose of this First Source Hiring Policy is to facilitate the employment of targeted job applicants by the Event Center Owner and its service contractors in the Los Angeles Event Center (Project). It is a goal of this First Source Hiring Policy that the First Source Referral System contemplated herein will benefit employers in the Project by providing a pool of qualified job applicants whose job training has been specifically tailored to the needs of employers in the Project through a non-exclusive referral system.

#### SECTION II. DEFINITIONS.

Capitalized terms not defined herein shall have the same meaning as set forth in the Development Agreement. As used in this policy, the following capitalized terms have the following meanings. All definitions include both the singular and plural form.

“Employers” shall mean the Event Center Owner and its services contractors conducting operations within the Project.

“First Source Referral System” shall mean the system developed and operated to implement this First Source Hiring Policy, and the nonprofit organization operating it.

“High Poverty” shall mean a census tract where more than 40% of the population is below the poverty line.

“High Unemployment” shall mean a census tract where 14.75% of the population or more are unemployed (L.A. County average is currently 11.8%).

“High Housing Costs” shall mean a census tract where 35% or more of the population spends 50% or more of their income on housing.

“Targeted Job Applicants” shall mean job applicants described in Section IV.A.4.

#### SECTION III. EMPLOYER RESPONSIBILITIES

- A. Coverage. This First Source Hiring Policy shall apply to hiring by Employers for all jobs for which the work site is located within the Project, except for jobs for which hiring procedures are governed by a collective bargaining agreement which conflicts with this First Source Hiring Policy.
- B. Long Range Planning. Within a reasonable time after the information is available following execution of a lease by Event Center Owner with an NFL team, each Employer shall provide to the First Source Referral System information regarding the approximate number and type of jobs that will need to be filled and the basic qualifications necessary.

## ATTACHMENT 2

### First Source Hiring Policy

#### C. Hiring Process.

1. Notification of job opportunities. Prior to hiring for any job for which the job site will be in the Project, the Employer will notify the First Source Referral System of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, type 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, in the reasonable discretion of the Employer.
2. Referrals. The First Source Referral System will as quickly as possible refer to the Employer Targeted Job Applicants who meet the Employer's qualifications. The First Source Referral System will also, as quickly as possible, provide to the Employer an estimate of the number of qualified applicants it can refer.
3. Hiring. The Employer may at all times consider applicants referred or recruited through any source. When making initial hires for the commencement of the Employer's operations in the Project, the Employer will primarily utilize the First Source Referral System to maximize the number of Targeted Job Applicants that are hired. During such periods, however, Employers may hire Targeted Job Applicants recruited or referred through any source. During such periods, Employers will use normal hiring practices, including interviews, to consider all applicants referred by the First Source Referral System.
4. Goal. Any Employer who has filled at least 50% of jobs available during a particular six-month period during the operation of the Project with Targeted Job Applicants (whether referred by the First Source Referral System or not), shall be deemed to be in compliance with this First Source Hiring Policy for all hiring during that six month period. Any Employer who complied with remaining provisions of this First Source Hiring Policy is in compliance with this First Source Hiring Policy even if it has not met the 50% hiring goal during a particular six-month period.
5. No Referral Fees. Employers shall not be required to pay any fee, cost or expense of the First Source Referral System or any potential employees referred to the Employer by the First Source Referral System in connection with such referral.

## ATTACHMENT 2

### First Source Hiring Policy

#### SECTION IV. RESPONSIBILITIES OF FIRST SOURCE REFERRAL SYSTEM.

- A. The First Source Referral System will perform the following functions related to this First Source Hiring Policy:
1. Receive Employer notifications of job openings, immediately initiate recruitment and pre-screening activities, and provide an estimate to Employers of the number of qualified applicants it is likely to refer, as described above.
  2. Recruit Targeted Job Applicants to create a pool of applicants for jobs who match Employer job specifications.
  3. Coordinate with various job training centers.
  4. Screen and refer Targeted Job Applicants according to qualifications and specific selection criteria submitted by Employers. Targeted Job Applicants shall be referred in the following order:
    - a. First Priority: Individuals who reside within 5 miles of the Project site and reside in a census tract with High Poverty, High Unemployment and High Housing Costs as defined.
    - b. Second Priority: Individuals who reside within 5 miles of the Project site and reside in a census tract within 5 miles of the Project site and reside in a census tract with High Poverty and High Unemployment as defined above.
    - c. Third Priority: Individuals who reside within 5 miles of the Project site and reside in a census tract with High Unemployment.
    - d. Fourth Priority: Individuals who reside in the City of Los Angeles and reside in a census tract with High Poverty.
  5. Maintain contact with Employers with respect to Employers' hiring decisions regarding applicants referred by the First Source Referral System.
  6. Assist Employers with reporting responsibilities as set forth in Section V of this First Source Hiring Policy, below, including but not limited to supplying reporting forms and recognizing Targeted Job Applicants.
  7. Prepare and submit compliance reports to the City as set forth in Section V of this First Source Hiring Policy, below.

## ATTACHMENT 2

### First Source Hiring Policy

#### SECTION V. REPORTING REQUIREMENTS.

##### A. Reporting Requirements and Recordkeeping.

1. Reports. During the time that this First Source Hiring Policy is applicable to any Employer, that Employer shall, on a quarterly basis notify the First Source Referral System of the number, by job classification, of Targeted Job Applicants hired by the Employer during that quarter and the total number of employees hired by the Employer during that quarter. The First Source Referral System shall submit annual aggregate reports for all Employers to the City detailing the employment of Targeted Job Applicants in the Project. This annual report shall be included in the annual Development Agreement Compliance Report.
2. Recordkeeping. During the time that this First Source Hiring Policy is applicable to any Employer, that Employer shall retain records sufficient to report compliance with this First Source Hiring Policy, including records of referrals from the First Source Referral System, job applications, and number of Targeted Job Applicants hired. To the extent allowed by law, and upon reasonable notice, these records shall be made available to the City for inspection upon request. Records may be redacted so that individuals are not identified by name and so that other confidential information is excluded.
3. Failure to Meet Goal. In the event an Employer has not met the 50% hiring goal during operation of the Project during a particular six month period, the City may require the Employer to provide reasons it has not met the goal and the City may determine whether the Employer has nonetheless adhered to this Policy.

#### SECTION VI. GENERAL PROVISIONS.

- A. Term. This First Source Hiring Policy shall be effective with regard to any particular Employer until five (5) years from the date that Employer commenced operations within the Project.
- B. Meet & Confer, Enforcement. If the Coalition, the First Source Referral System, or the City believes that an Employer is not complying with this First Source Hiring Policy, then the Coalition, the First Source Referral System, the City, and the Employer shall meet and confer in a good faith attempt to resolve the issue. If the issue is not resolved through the meet and confer process within a reasonable period of time, the City may enforce the First Source Hiring Policy against the Event Center Owner pursuant to the terms of the Development Agreement.

## ATTACHMENT 2

### First Source Hiring Policy

#### C. Miscellaneous.

1. Compliance with State and Federal Law. This First Source Hiring Policy shall only be enforced to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this First Source Hiring Policy is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this First Source Hiring Policy, and the conflicting provisions of this First Source Hiring Policy shall not be enforceable.
2. Indemnification. The First Source Referral System shall, jointly and severally, indemnify, hold harmless and defend the Event Center Owner and any Employer, and their officers, directors, partners, agents, employees and funding sources, if required by any such funding source (the "Indemnified Parties") from and against all fines, suites, liabilities, proceedings, claims, costs, damages, losses and expenses, including but not limited, to attorney's fees and court costs, demands, actions, or causes of action, of any kind and of whatsoever nature, whether in contract or in tort, arising from, growing out of, or in any way related to the breach by the First Source Referral System or their affiliates, officers, directors, partners, agents, employees, subcontractors (the "First Source Parties") of the terms and provisions of this First Source Hiring Policy or the negligence, fraud or willful misconduct of First Source Parties. The indemnification obligations of the First Source Parties shall survive the termination or expiration of this First Source Hiring Policy with respect to any claims arising as the result of events occurring during the effective term of this First Source Hiring Policy.
3. Compliance with Court Order. Notwithstanding the provisions of this First Source Hiring Policy, Employers shall be deemed in compliance with this Policy if subject to a court order or other administrative order or decree, arising from a labor relations dispute, which governs the hiring of workers and contains provisions which conflict with terms of this Policy.
4. Severability Clause. If any term, provision, covenant, or condition of this First Source Hiring Policy is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
5. Binding on Successors. This First Source Hiring Policy shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties.

## ATTACHMENT 2

### First Source Hiring Policy

Any reference in this Policy to a specifically named party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party.

6. Material Terms. The provisions of this First Source Hiring Policy are material terms of any deed, lease, or contract in which it is included.