CITY OF BERKELEY
FIRST SOURCE AGREEMENT - CONSTRUCTION

I certify that:

I   I am authorized to enter into this agreement on behalf of the company whose name appears below ("Contractor").

II   Contractor understands and agrees to comply with the First Source Program as described in Berkeley Municipal Code Section 13.26.080.

III   Contractor understands that agreement with Berkeley Municipal Code Section 13.26.080 means that Contractor agrees as follows:

    A.   To utilize the City of Berkeley's First Source Program as the first place utilized for recruitment and referral of applicants for new and replacement employment.

    B.   To allow the City First Source Program a minimum of three days to refer applicants to contractors. (Contractor may apply to the City for a waiver of the three-day requirement for an emergency situation.)

    C.   To interview and consider qualified applicants referred by the First Source Program before interviewing others.

    D.   That the Contractor has the sole discretion to make all final hiring decisions.

IV   Contractor also agrees:

    A.   To ensure that workers employed through this Agreement are treated in a manner that is equal to all other employees.

    B.   To ensure that job specifications/requirements accurately reflect job functions.

    C.   To designate a qualified representative of the Contractor and each Subcontractor who will be the responsible party for implementation and compliance with the goals, objectives and responsibilities specified in this agreement. Contractor will inform the City of the designated representative(s) at the Non-Discrimination Conference.

    E.   To provide to the City, upon request, information on the employment status of First Source placements, and reason for separation if employee is terminated.

The above First Source Agreement provisions shall apply for the duration of covered contracts. Covered contracts are all construction projects over $100,000 and shall include all subcontracts.

I declare the foregoing to be true and correct under penalty of perjury.

Signed:_____Date:_____

Title:_____

Company:_____

_____Date: _____
Project Manager