

**EXHIBIT C to Community Benefits Agreement**

**FIRST SOURCE HIRING PROGRAM  
for  
AIRPORT EMPLOYERS**

**I. Purpose.** The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants, through a non-exclusive referral system.

**II. Definitions.**

As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Employer” shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of Transportation Charter Party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

“Airport Job” shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which the City’s Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

“City” shall mean the City of Los Angeles.

“LAWA” shall mean Los Angeles World Airports.

“Low-Income Individual” shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

“Program” shall mean this First Source Hiring Program.

“Project Impact Area” shall have the meaning set forth in the “Final Environmental Impact Report” for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

“Referral System” shall mean the referral system established to provide applicant referrals for the Program.

“Special Needs Individuals” shall mean: (i) individuals who receive or have received public assistance through the Temporary Assistance for Needy Families Program, within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

“Targeted Applicants” shall have the meaning set forth in Section IV, below.

**III. Coverage.** This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining agreement that conflicts with this Program.

**IV. Targeted Applicants.** Referrals under the First Source Hiring Program shall, to the extent permissible by law, be made in the order of priority set forth below.

- o **First Priority:** Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals;
- o **Second Priority:** Low-Income Individuals residing in the City.

**V. Initial Airport Employer Roles.**

**A. Liaison.** Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

**B. Long-Range Planning.** Any entity that becomes an Airport Employer at least two months prior to commencing operations related to LAX shall, at least two months prior to commencing operations related to LAX, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

**VI. Airport Employer Hiring Process.**

**A. Notification of job opportunities.** Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail 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, drivers’ license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.

**B. Referrals.** After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral

System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.

### **C. Hiring.**

**1. New Employer Targeted Hiring Period.** When making initial hires for the commencement of an Airport Employer's operations related to LAX, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.

**2. Established Employer Targeted Hiring Period.** When making hires after the commencement of operations related to LAX, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.

**3. Hiring Procedure During Targeted Hiring Periods.** During the periods described in Sections VI.C.1 and 2, above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

**4. No Referral Fees.** No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

### **VIII. Reporting and Recordkeeping.**

**A. Reports.** During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.

**B. Recordkeeping.** During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that

LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.

**C. Complaints.** If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.

**D. Liquidated Damages.** Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of \$1,000 where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

## **IX. Miscellaneous.**

**A. Compliance with State and Federal Law.** This Program shall be implemented only to the extent that it is consistent with the laws of the state of California and the United States. If any provision of this Program 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 Program, and the conflicting provisions of this Program shall not be enforceable.

**B. Severability Clause.** If any term, provision, covenant or condition of this Program 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.

**C. Binding on Successors.** This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party.

**D. Lease Agreements and Contracts.** Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.

**E. Assurance Regarding Preexisting Contracts.** Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program

had it been executed after the date of incorporation of this Program into a binding contract.

**F. Intended Beneficiaries.** LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this program with Airport Contractors as defined in Section II of the CBA.

**G. Material Terms.** All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.

**H. Effective Date.** Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated, or on July 1, 2005, whichever is later.

**I. Construction.** Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

**J. Entire Agreement.** This Program contains the entire agreement between the parties on the subjects described herein, and supercedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.