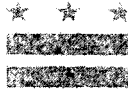


GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

September 9, 2015

Troy D. Scott
Vice President for Stadium Development and Operations
DC Stadium, LLC
2400 East Capitol Street, SE
Washington, DC 20003

Dear Mr. Scott:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and DC Stadium, LLC. Please note that the enclosed First Source Agreement reflects legislative changes to the First Source Program which took effect on February 24, 2012. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: DC United Stadium. The new provisions still require that 51% of all new hires be District residents on government contracts between \$300,000 and \$5 million. In addition, each construction project receiving government assistance totaling \$5 million or more is required to have the following percentage of hours worked by DC residents on those projects; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project or 60% where applicable.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
CONSTRUCTION PROJECTS ONLY**

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: DC United Stadium

DISTRICT CONTRACTING AGENCY: DMPED

CONTRACTING OFFICER: Ketan Gada

TELEPHONE NUMBER: 202-727-6365

TOTAL CONTRACT AMOUNT: TBD

EMPLOYER CONTRACT AMOUNT: TBD

PROJECT NAME: DC United Stadium

PROJECT ADDRESS: 100 Potomac Avenue, SW

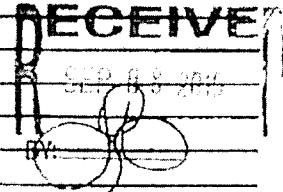
CITY: Washington STATE: DC ZIP CODE: 20024

PROJECT START DATE: TBD

PROJECT END DATE: TBD

EMPLOYER START DATE: TBD

EMPLOYER END DATE: TBD



EMPLOYER INFORMATION

EMPLOYER NAME: DC Stadium LLC

EMPLOYER ADDRESS: 2400 East Capitol St. SE

CITY: Washington STATE: DC ZIP CODE: 20003

TELEPHONE NUMBER: 202-587-5483 FEDERAL IDENTIFICATION NO.: TBD

CONTACT PERSON: Troy D. Scott

TITLE: Vice President for Stadium Development and Operations

E-MAIL: tscott@dcunited.com TELEPHONE NUMBER: 202-587-5483

LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION NUMBER: _____

D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____

ARE YOU A SUBCONTRACTOR YES X NO IF YES, NAME OF PRIME _____

CONTRACTOR: TBD

FIRST SOURCE and PROJECT LABOR

In entering into this First Source Employment Agreement, the Parties recognize that on September 10, 2013, the District of Columbia entered into a Project Labor Agreement (PLA) with the Washington, D.C. Building and Construction Trades Council and the Mid-Atlantic Regional Council of Carpenters (Unions) in order to advance the District's goals on the Project of increasing employment and apprenticeship training opportunities for bona fide District residents; establishing comprehensive programs of employment, recruitment and training; and creating contracting opportunities for local, small and disadvantaged companies in the District's business community. The PLA is designed to remove obstacles that might limit full employment of local residents or access of such businesses to Project opportunities. The PLA includes an appendix identifying collective bargaining agreements (CBAs) that will apply to the work to be performed on the Project. Accordingly, pursuant to Article I, Section 6 of the PLA, this First Source Employment Agreement incorporates and adopts the provisions of the PLA and the applicable CBAs. The First Source Employment Agreement and the PLA shall in all respects be deemed to establish a unified structure for recruiting, training, and employing bona fide District residents, as well as offering contracting opportunities for local, small and disadvantaged

companies. Compliance by contractors, unions and employers with the procedures and programs contained in the PLA shall satisfy the obligations imposed by the First Source Employment Agreement.

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2.219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement and subject to the procedures of the PLA, any EMPLOYER exempt from the PLA shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project). The EMPLOYER shall meet the hiring or hours worked percentage requirements for all jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register;
 - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 - 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted project or contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted project or contract totaling \$300,000 or more.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting

functionality to EMPLOYERS.

- G. First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. Good faith effort** means an EMPLOYER has complied with applicable obligations under the PLA and an EMPLOYER exempt from the PLA has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. Government-assisted project or contract (Project)** means any construction or non-construction project or contract receiving funds or resources from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at \$300,000 or more.
- J. Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for 6 months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- N. Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the project or contract by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the

- project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;
3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;
 4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;
 5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;
 6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;
 7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
 8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
 9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
 10. The designation of a senior official from the general contractor who will be responsible for implementing the hiring and reporting requirements;
 11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;
 12. A strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;
 13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
 14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.
- O. Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- P. Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and

Prince Georges; and the West Virginia County of Jefferson.

- Q. Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.
- C. Pursuant to Article III of the PLA, the Union signatories to the PLA will partner with DOES in conducting outreach activities to and in promoting new initiatives to recruit bona fide District residents to apprenticeship programs or to employment positions for which they are qualified. The Unions will put on their rolls and refer qualified bona fide District residents for work on this Project. With respect to contractors who are exempt from the obligations of the PLA requiring contractors to obtain employees through union referral procedures, DOES will provide recruitment, referral, and placement services to the exempt EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER's job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of the PLA and all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the Unions a copy of this Agreement and has requested comments or objections. If the Unions have any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431. In Article X of the PLA, Section 2 establishes a Project goal of employing apprentices to perform up to 25 percent of the total craft work hours (unless a particular CBA provides a greater percentage), Section 3 establishes a goal that 100 percent of all new apprentices on the Project shall be bona fide District residents, and Section 4 provides that applicable union referral procedures and normal apprentice procedures will be used to ensure District residents perform at least 60 percent of apprentice hours. The PLA also provides

that contractors and unions will participate in DOES apprenticeship career fairs during the Project, and that individuals identified as potentially qualified apprentices will be referred to the apprenticeship programs through normal apprentice procedures. Also, the PLA provides for certain categories of contractors to be exempt from its requirements, and excludes such contractors and their employees from participation in the apprenticeship programs sponsored by the Unions. As applicable, such exempt contractors must participate in an approved and registered apprenticeship program consistent with applicable District and federal law.

- I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 2. Notify DOES within 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- J. Subject to the requirements of the PLA, the EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. Subject to the requirements of the PLA, DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.
- B. The EMPLOYER will hire employees in accordance with the procedures contained in the PLA. Contractors exempt from the PLA referral procedures will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. Pursuant to Article IV, Section 3 of the PLA, contractors must seek applicants for employment first through the referral procedures of the applicable Union. Contractors exempt from the PLA referral procedures will notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

- D. Article IV, Section 8 of the PLA shall govern job openings to be filled from the EMPLOYER'S current workforce. With respect to job openings to be filled from the current workforce of contractors exempt from the PLA referral procedures, such openings shall be reported to DOES for placement and referral, if the job is newly created. Contractors exempt from the PLA referral procedures shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. Contractors exempt from the PLA referral procedures will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. Pursuant to Article IV, Section 3 of the PLA, all non-exempt contractors shall be required to seek applicants for employment first through the referral procedures of the applicable Union. The Unions will use DOES to recruit for referral qualified bona fide District residents.
- B. Pursuant to Article IV, Section 5 of the PLA, notwithstanding any provision to the contrary in their respective referral procedures, the Unions will identify participants in the Unions' respective referral systems who are bona fide District residents for the purpose of meeting the requirements of the First Source Act. A Contractor seeking to hire a bona fide District resident to meet its goal set forth in the First Source Act, will contact the applicable Union and request a bona fide District resident. The Union will dispatch a bona fide District resident with the job skills specified in the notice if one is available before qualified non-District residents are referred regardless of the District resident's place on the referral list. If the Union is unable to dispatch a qualified bona fide District resident within twenty-four (24) hours after a Contractor's request, the Union shall contact DOES to obtain a qualified bona fide District resident to fill the request. All qualified individuals identified by DOES shall be directed to the Union for dispatch to the Project. If no qualified individual can be identified by DOES within forty-eight (48) hours after the Union's request to DOES, then the Contractor shall solicit applicants for referral by utilizing the Union's normal referral procedures.
- C. With respect to contractors who are exempt from the referral requirements of the PLA and to which the Unions will not refer applicants, DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice set forth above in Section IV.C.
- D. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.
- E. Pursuant to Article IV, Section 7 of the PLA, each Union will provide DOES a quarterly report on how many qualified bona fide District residents sought referral to the Project, how many such

residents were referred, and if applicable, the reason why any such resident declined referral to the Project. This report will also include the number of qualified bona fide District residents referred to each Union by DOES for work on the Project. The Unions will also provide DOES, upon request, a copy of the Unions' D.C. priority referral list(s). A Union will meet with the District upon request to review the Union's efforts with respect to the recruitment, referral and hiring of District residents.

VI. PLACEMENT

- A. Subject to the Union referral procedures referenced in the PLA and/or CBAs, EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by the Unions and/or DOES. All hiring decisions are made by the EMPLOYER.
- B. Subject to the Union referral procedures referenced in the PLA and/or CBAs, in the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.
- B. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.
- C. EMPLOYER with Projects totaling \$5 million or more shall meet the following hours worked percentages for all jobs created by the Project:
 - 1. At least 20% of journey worker hours by trade shall be performed by DC residents;
 - 2. At least 60% of apprentice hours by trade shall be performed by DC residents;
 - 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
 - 4. At least 70% of common laborer hours shall be performed by DC residents.
- D. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- E. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
 - 1. Number of new job openings created/available;
 - 2. Number of new job openings listed with DOES, or any other District Agency;
 - 3. Number of DC residents hired for new jobs;

4. Number of employees transferred to the Project;
 5. Number of DC residents transferred to the Project;
 6. Direct or indirect labor cost associated with the project;
 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
 8. Workforce statistics throughout the entire project tenure.
- F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling \$5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
1. Number of journey worker hours worked by DC residents by trade;
 2. Number of hours worked by all journey workers by trade;
 3. Number of apprentice hours worked by DC residents by trade;
 4. Number of hours worked by all apprentices by trade;
 5. Number of skilled laborer worker hours worked by DC residents by trade;
 6. Number of hours worked by all skilled laborers by trade;
 7. Number of common laborer hours worked by DC residents by trade; and
 8. Number of hours worked by all common laborers by trade.
- G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.
- H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- J. Monthly, EMPLOYER must submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or
 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and

- c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
1. EMPLOYER complied with the requirements of the PLA.
 2. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
 3. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.
 4. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
 5. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. Whether the EMPLOYER complied with the requirements of the PLA.
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the

Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.

- B. EMPLOYER's noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.
 - 3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and sub contractors' hiring or hours worked percentages.
 - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. (*Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.*)

X. PENALTIES

- A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract Compliance Reports, deliberate submission of falsified data or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.
- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.

- C. Any issues arising under this Agreement that relate to the terms and conditions of the PLA shall be submitted for resolution under the methods established under the PLA for the settlement of misunderstandings, disputes or grievances arising in connection with the PLA**
- D. Appeals of violations or fines are to be filed with the Contract Appeals Board.**

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:



EMPLOYER Senior Official

DC STADIUM LLC
Name of Company

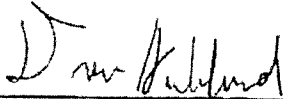
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9/9/15
Date