

## FIRST-SOURCE HIRING AGREEMENT

### Microchip Technology Incorporated

#### I. Parties

This First Source Agreement is between Multnomah County (County) and Microchip Technology Incorporated (MCHP). The City of Gresham (City) is a Third Party Beneficiary (TPB) of this FSA and is entitled to enforce its terms. By executing this agreement, City accepts TPB status.

#### II. Recitals

- A. The parties are entering into an Amended Strategic Investment Program Contract (SIP Contract) that extends the term of the August 15, 2002, contract providing a partial property tax exemption for its facility in Gresham, Oregon, from seven years to fifteen years.
- C. ORS 285C.606(5) specifically requires that a business firm with an approved SIP project enter into a First-Source Hiring Agreement (FSA) with a publicly funded job training provider that will remain in effect until the end of the tax exemption period.
- D. The County, City and MCHP have agreed to enter into this First-Source Hiring Agreement (FSA), which is a requirement of the SIP Contract and is an attachment to it.
- E. The County has consolidated SIP program management and FSA management within the County in order to achieve greater efficiencies in costs and operations associated with fulfillment of County SIP goals.
- F. Therefore, in meeting the statutory FSA requirement, and OAR 123-070-1100, County has designated itself as the lead contact agency for its SIP contracts. County, as lead agency, designates Worksystems, Inc. as the organization that will serve as the primary point of contact for fulfillment of MCHP hiring needs and monitoring compliance with the reporting requirements contained within this FSA.
- G. The County and MCHP commit to work together and in partnership with Worksystems, Inc. and other community organizations to identify, train, and refer potential employees to MCHP for employment.
- H. The County and MCHP commit to a strong and collaborative effort for recruitment, referral, and training in order to ensure that persons residing in the

region benefit from the employment, career, and educational opportunities facilitated by this agreement.

THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

### III. TERMS AND CONDITIONS

#### A. Definitions

1. "Applicant" means a person who applies for employment with MCHP, whether referred by County, another referral source or self-referred.
2. "Qualified Applicant" means a person who applies for employment with MCHP who meets the mandatory criteria set out in the job description as prepared by MCHP.
3. "The Project" means the real property (land), improvements, machinery and equipment and personal property that is the subject of an application for a Partial Property Tax Exemption in the SIP.

#### B. Recruitment Obligations of MCHP

1. As job openings become available, MCHP, in addition to any other methods of recruitment, will recruit employees through the County's designee, Worksystems, Inc;
2. MCHP will give Worksystems, Inc. as much notice as possible of all job openings and the required start dates for those positions to enable the greatest chance of success in providing a sufficient number of qualified applicants for the job openings. A notice of a job opening to Worksystems, Inc. will, at a minimum, include job descriptions with position qualifications, wages offered, shifts needed, projected employment start date and other relevant information necessary for recruitment as soon as MCHP becomes aware of the need for employees;
3. Job information provided by MCHP may be provided to all partners of the County and/or its designee, Worksystems, Inc. for recruitment and referral activities;
4. All job openings at MCHP shall be listed in the public labor exchange system of the Oregon Employment Department.

#### C. Screening, referral and hiring

1. MCHP will designate human resources staff to work with Worksystems, Inc. in the creation and modification of screening and assessment processes and tools

for job openings. MCHP will provide timely feedback as to the sufficiency in number and quality of FSA referred applicants.

2. Worksystems, Inc. shall process for referral any qualified applicant who applies for any job opening through the public labor exchange system when an opening exists at MCHP.
3. Worksystems, Inc. shall screen applicants for job openings according to MCHP job descriptions which set out the requirements for a qualified applicant.
4. Worksystems, Inc shall refer only qualified applicants to MCHP for a job opening.
5. MCHP agrees to consider qualified applicants referred by Worksystems, Inc. and to make a good faith effort to maximize recruitment and hiring of qualified local residents.
6. MCHP shall make all final decisions as to qualifications, interviewing, and hiring of FSA referred applicants.
7. The County and/or its designee, Worksystems, Inc. shall not be responsible for an applicant's actions during any portion of the referral, interview or employment process, or as an employee after being hired.
8. No provision in this FSA overrides MCHP's personnel rules or terms of employment as set by MCHP. No employee hired under this FSA shall have special or additional rights arising from the FSA.
9. No provision in this FSA overrides any provision in a collective bargaining agreement to which the MCHP may be a party.

D. Reporting requirements

1. MCHP shall report on an annual basis the number of employees hired through referrals by Worksystems, Inc., number of employees hired through other referrals, the positions filled, wages of those hired, and the zip codes of employee residences of those hired.
2. The County, Worksystems, Inc. and MCHP shall work together to create an electronic format for the reporting requirements set out above. All FSA reporting shall be conveyed electronically, unless otherwise mutually agreed by both parties.

E. Controlling laws and regulations

1. MCHP and the County shall comply with all federal, state, and local laws, regulations, and ordinances relative employment. If this FSA conflicts with any labor laws or other government regulations, the laws or regulations shall prevail.

2. MCHP and the County agree to comply with the applicable provisions of the Title VII of the Civil Rights Act of 1964, as amended, and section V of the Rehabilitation Act of 1973, as amended or with any successor statutes. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with this agreement because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, application for Workers Compensation benefits, political affiliation or belief, expunged juvenile record or association with any person of a particular race, color, sex, marital status, sexual orientation, age, or religion.

F. Assignments and modifications

1. If MCHP should transfer control of the Project as it is affected by this FSA to any other party by lease, sale, or assignment or otherwise, MCHP as a condition of transfer shall require the party taking control to agree, in writing, to the terms of the FSA.

2. This FSA may be unilaterally reassigned by the County from Worksystems, Inc. to another publicly funded entity for recruitment, referral and placement of job applicants in job openings for MCHP.

3. MCHP and the County may mutually modify this agreement, in writing, in order to improve the working relationship described herein.

G. Incorporation of the SIP Contract

The SIP Contract between MCHP, the County and the City are incorporated into this FSA by this reference. To the extent there are any conflicts between the SIP Contract and the FSA, the SIP Contract controls. To the extent that this FSA places additional obligations on MCHP, it is not inconsistent with the SIP Contract.

H. Dispute resolution

A material breach of this FSA by MCHP is a breach of the SIP Contract. The sanctions set forth therein are applicable. If the County or the City, as a TPB, reasonably believes that MCHP has failed to comply with any material obligation under this FSA, the parties shall follow the dispute resolution procedures set out in Section VI.A of the SIP Contract.

I. Effective date

This FSA shall take effect when the Multnomah County Board of Commissioners and the City of Gresham: (1) approve the Amended SIP Contract; and, (2) all parties execute, the SIP Contract, including this FSA, and it is signed by all the parties, including the City's acknowledgement of its TPB status. This FSA shall be in full force and effect until December 31 of the last year of the SIP Contract executed by MCHP, The County and The City.

J. Counterparts

This FSA may be signed in counterparts. When each party has signed a counterpart, all parties shall be bound by this FSA.

IT IS SO AGREED:

MICROCHIP TECHNOLOGY INCORPORATED

\_\_\_\_\_  
Authorized Officer  
Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

MULTNOMAH COUNTY

\_\_\_\_\_  
Ted Wheeler, Chair  
Board of Commissioners

Date signed: \_\_\_\_\_

REVIEWED:

\_\_\_\_\_  
Sandra Duffy, Assistant County Attorney

THE CITY OF GRESHAM ACCEPTS THIRD PARTY BENEFICIARY STATUS:

THE CITY OF GRESHAM

\_\_\_\_\_  
Mayor

Date signed: \_\_\_\_\_