



## Workforce Development Plan The Chesterfield Wexford Chesterfield Parking, LLC

### Plan Objective

The objective of this workforce development plan (“Plan”) is to establish a partnership between the NCWorks Career Center – Durham and **Wexford Chesterfield Parking, LLC** (hereinafter referred to as “Company”) in which Company will cause its general contractor to utilize the NCWorks Career Center – Durham as a source for recruitment with the goal of hiring qualified Durham residents to perform work on the Project (as defined below) wherever practical. The Company will include a provision in its contract with its general contractor on the Project describing the relevant hiring or bidding conditions which are set forth in the Contract (as defined below) and the Plan. The Company and/or its general contractor for the Project have no obligation to hire referred candidates from the NCWorks Career Center. This Plan refers to work generated during and as part of the construction/renovation/redevelopment for Project as applicable.

If more than one subproject is included within this master project, the individual subprojects are defined as follows: Core and shell renovation of the Chesterfield Building and construction associated with the offsite structured parking deck in the Associated Parking Properties (the “Project”).

NCWorks Career Center – Durham services are provided to the Company on a prepaid basis by revenue generated through taxes.

This workforce development plan is referenced in the contract or agreement titled Economic Development Agreement Between Wexford Chesterfield Parking, LLC and the City of Durham dated \_\_\_\_\_, 2015 (the “Contract”)

Defined terms used but not defined herein shall have the meanings ascribed thereto as provided in the Contract.

### Plan Execution

#### General Terms

1. Company will cause its general contractor to utilize NCWorks Career Center – Durham as a source for recruiting for unfilled positions by notifying the NCWorks Career Center – Durham of specific job opportunities with Company during the course of the Project as soon as reasonably practical after the need is identified. Company or its general contractor for the Project will notify the NCWorks Career Center – Durham of available positions through a detailed job description (the NCWorks Career Center – Durham Position Listing form may be used if a formal job description is not available). Company In cases where construction/renovation/redevelopment are involved, the Company will cause its general contractor, to the fullest extent practical, to utilize the NCWorks Career Center – Durham for recruitment for unfilled positions on the Project. Company will make commercially reasonable efforts to obtain from its general contractor a list of all known sub-contractors (exclusive of material suppliers) for the Project to provide to the NCWorks Career Center – Durham within thirty (30) days following the execution of the Contract. NCWorks Career Center – Durham understands and acknowledges that the Project may be completed in phases and

that neither Company nor its general contractor is obligated to retain all subcontractors listed and retains the authority to terminate any subcontractor for failing to perform its duties or any other reason which is not against public policy. Company

It is the intent of the NCWorks Career Center – Durham to carefully screen individuals for the appropriate skill sets for prospective positions and to refer candidates that meet the knowledge, skills and abilities of those positions.

This agreement does not preclude the Company or its general contractor from using other sources to conduct recruitment, referral and placement activities, and does not obligate Company to terminate or cancel contracts or bids which may have already been awarded to certain subcontractors or work for which bids will not be solicited. Additionally, job openings to be filled by internal promotion from Company’ current workforce need not be listed with the NCWorks Career Center.

2. In cases where construction/renovation/redevelopment is involved in the project, Company will use commercially reasonable efforts to cause its general contractor to oversee the Project in a way that complies with all relevant health and safety laws.
3. Company or its general contractor shall provide quarterly workforce reports as stated under the section of this plan titled, “Reporting Requirements.”
4. The NCWorks Career Center – Durham will screen jobseekers according to the position qualifications as listed on the available job descriptions provided by the Company or its general contractor and refer candidates per instructions from Company or its general contractor. Company
5. During the course of the Project, the NCWorks Career Center – Durham will make every reasonable effort to implement cost-savings incentives such as work experience, on-the job training and relevant tax credits when relevant and appropriate to assist Company with recruiting efforts. Specifications and cost for such incentives will be mutually agreed upon by the Company and the NCWorks Career Center – Durham set forth in a separate agreement.
6. This Plan is made only in conjunction with the Contract and shall not be construed as an approval of any Company bid package, bond application, and lease agreement, zoning application, loan, incentive proposal or contract/subcontract.

### **Durham Youthwork Internship Program**

The purpose of the program (formerly Mayor’s Summer Youth Program) is to connect the Company with 14-24 year olds to assist with temporary assignments and for youth to be provided exposure to the workplace and meaningful work experience. Temporary assignments could be utilized for special projects, vacation leave or assistance in general and would be an opportunity to develop individuals on an as-needed basis for future temporary needs. Positions should be appropriate for the age and skill level and not be considered high risk or otherwise dangerous. The Company and City agree that the construction activities which will occur prior to the completion of the Project would not provide appropriate positions for the youth participating in this Program. Youth are assigned to a Company based on the needs of the Company and the interest and ability of the youth.

In addition to the other obligations of the Company contained in other provisions set forth herein, all of which remain in place only until the completion of the Project, the Company agrees that it will participate in this Program, but only after the completion of the Project. As part of the Durham YouthWork Internship Program, Company will agree to make commercially reasonable efforts, following the completion of the Project, to encourage tenants of the Chesterfield Building and vendors retained by the Company to assist with managing the Chesterfield Building to participate in the interviewing process of youth that are candidates for a possible internship in the program (either with the temporary construction opportunities, opportunities with tenants or other assigns of the Company, or at the Company itself).

Following the completion of the Project, Company shall make commercially reasonable efforts to encourage tenants of the Chesterfield Building and vendors retained by the Company to assist with managing the Chesterfield Building to hire or cause to be hired a minimum of five (5) qualified candidates for internships per program year throughout the term of the agreement, or so long as the program continues, and shall pay for any intern(s) hired. For the purpose of this agreement, any and all intern(s) hired by any of the tenants of the Chesterfield Building or vendors which are retained by the Company to assist with managing the Chesterfield Building shall all be counted, collectively, toward the minimum hiring requirement. Should less than five (5) qualified candidates be identified during any program year, Company shall donate funds to the program equal in value to the then current cost of each internship, but not to exceed a cost of \$2,500.00 per position, for up to five (5) positions for which a qualified candidate was not hired, but only if a qualified candidate existed who was willing to and could have filled such position. Internship hours and schedule would be based on the need of the Company. The City and the Company acknowledge and expressly agree that the Company shall not be obligated in any manner to participate in this Program until after the completion of the Project due to the nature of the construction activities which must occur prior to completion of the Project.

#### **Agreement Modifications**

- A. If, during the term of this Agreement, Company should transfer possession of all or a portion of its Company concerns affected by this Plan to any other party by sale, assignment, merger, or otherwise, Company, as a condition of transfer shall:
1. Notify the party taking possession of the existence of Company' contractual agreement concerning this Plan and that full compliance with this Plan is required of the party taking possession.
  2. Company shall, additionally, advise the NCWorks Career Center – Durham within seven (7) Company/calendar 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.

#### **Reporting Requirements**

Company or its general contractor for the Project shall deliver to the City a quarterly report (City shall provide report template) within 45 days after the close of the preceding calendar quarter during the course of the Project that reflects the following information, to the extent available, for the immediately preceding calendar quarter:

1. Job openings during quarter;
2. Number of hires during the quarter;
3. Physical address including zip code for all new hires (to determine Durham residency);

4. Number of jobs and job openings from jobs listed with the NCWorks Career Center;
5. Number of referrals received from the NCWorks Career Center;
6. Number of referrals from the NCWorks Career Center – Durham that were interviewed;
7. Number of hires from the NCWorks Career Center – Durham referrals;
8. Types of Positions Listed with NCWorks Career Center – Durham Per Quarter;
9. Quality of Referrals Received from NCWorks Career Center – Durham per Quarter; (Satisfactory, Unsatisfactory, NA. If unsatisfactory feedback is requested)
10. Reports should be comprehensive and cumulative for the course of the Project. Reports should indicate timeframes for quarters represented and should reflect quarterly and cumulative totals for relevant data.