

5. Each notification to Job Service from the Employer shall include the number of employees needed by job title, qualifications, hiring dates, rates of pay, hours of work, anticipated duration of employment and work to be performed.
6. At the expiration of the ten (10) day period following the date of each job opening, the Employer shall be free to follow its standard recruitment and selection procedures to fill the vacant position(s), so long as the same full and fair consideration is given to the applicants referred by Job Service as is given to all other candidates.
7. Employer shall assist in the verification of interviews made by Job Service applicants by returning the Job Service referral card (Form 508) to Job Service, indicating whether the applicant has been hired or not hired.
8. Job openings filled by internal promotion from the Employer's current workforce shall not be subject to this Agreement.
9. Until the period set out in Article III of this Agreement expires, the Employer shall include any and all of its responsibilities under this Agreement in any assignment, conveyance or transfer of its interest whether real or personal property in the above-enumerated Project to another individual, limited or general partnership, corporation or other business entity.

B. Responsibilities of Job Service:

1. Job Service shall provide recruitment, referral and hiring services to the Employer under the terms of this Agreement.
2. Job Service shall be responsible for timely and expedited referral of qualified applicants to the Employer.
3. Job Service shall follow its standard screening procedures in determining whether the applicant is qualified for referral to the Employer.
4. Job Service shall notify the Employer prior to the anticipated hiring dates of the number of applicants Job Service anticipates referring. Job Service shall make every reasonable effort to refer at least two (2) qualified applicants for each job opening.
5. Job Service shall maintain appropriate statistical data on its referrals and the ultimate hiring decisions made by the Employer and shall forward such statistical data to the City on a quarterly basis.

C. Responsibilities of the City:

1. The City shall require the Employer as a condition of receiving \$100,000 or more direct federal, state or local public financing (excluding SBA Guarantees and urban renewal writedowns) for the above-enumerated project to enter into this First Source Employment Agreement.
2. The City shall secure all necessary signatures and executions and thereafter file this Agreement with the Secretary of State and file it for record with the Polk County Recorder's Office.