

CONTRACT FOR WORKFORCE DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of December, 2021, by and between the **CITY OF COUNCIL BLUFFS, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 209 Pearl Street, Council Bluffs, IA 51503, telephone 712-890-5100, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "City") and the **COUNCIL BLUFFS AREA CHAMBER OF COMMERCE** (herein called the Chamber) whose mailing address and telephone number is 149 West Broadway, Council Bluffs, IA 51503, telephone 712-325-1000.

WITNESSETH THAT:

WHEREAS, the City desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional city funds to accomplish these services.

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I

PURPOSE AND INTENT

The purpose of this Agreement is to procure for the city and its citizens assistance in developing and promoting workforce development strategies, including the project management of the Home Base Iowa and other applicable initiatives as hereinafter described; to establish the methods, procedures, terms and conditions governing payment by the city for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II

SCOPE OF SERVICES

A. For the payment of **\$50,000** in accordance with Section III, the Chamber shall provide the following to the city and its citizens. During the term of this agreement the Chamber agrees to:

- 1) Report quarterly to the Mayor and City Council on related activities. Reports will include need, impact, and beneficiaries. The Chamber will keep the Mayor and Council, individually and/or collectively, up-to-date on specific efforts and projects as requested.
- 2) Administer job board, apprenticeship/internship opportunities, laborshed reports and data.
- 3) Identify key targeted workforce* for specific priorities, marketing, and programs;
- 4) Identify workforce education and training objectives and implement programming to successfully integrate programs throughout the city (GrowCB; Career Accelerator, etc.)
- 5) Construct linkages/partnerships with applicable public, private, and nonprofit sector entities to further the mission, goals, and objectives of the workforce program;
- 6) Design and implement a workforce education and training strategy. Work with school districts, community college, nonprofits, and other educational partners to do so;
- 7) Coordinate and work cooperatively with other workforce initiatives and/or programs supported or funded by the City as appropriate (WMOA, IWD, MWWD, IWCC, CSD's, etc.);
- 8) Conduct ongoing monitoring/evaluation of the program and initiatives. Create timely programs and offerings to address workforce needs, all while working with applicable partner organizations (city, county, IWCC, CSD's, private and nonprofit entities);
- 9) Work with the Mayor and Council, Pottawattamie County Supervisors, Veteran Affairs, and the Veteran Affairs Commission to administer the Home Base Iowa initiative;
- 10) Design marketing materials for workforce programs and actively market said programs in a variety of ways, including, written campaigns, social media, and print media; and
- 11) Perform and coordinate the fulfillment of the scope of services. Advocate at the local, state, and federal level for workforce policy priorities, while including key stakeholders.
- 12) Administer CB Career Acceleration Program, Return to Work Program, GrowCB, Professional Development Workshops, Workforce Lunch & Learns, Unbelievable Workplaces CB, and other programs developed by the Chamber and partners.

III
METHOD OF PAYMENT

- A. Payment for services will be made by city according to the following schedule:
December 1, 2021 - \$25,000
April 1, 2022 - \$25,000
- B. On or before June 30, 2022, the Chamber will provide electronically, itemization of costs incurred. The Chamber will make available all receipts if requested by the city.
- C. The maximum total amount payable by the city under this agreement is \$50,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

IV
FINANCIAL ACCOUNTING AND ADMINISTRATION

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to the Chamber by the city will be deposited in an account under the Chamber's name, with a bank located in Council Bluffs. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the city or its authorized representative without notice and upon request by the city.
- D. All records shall be maintained in accordance with procedures and requirements as established by the City Clerk, and the Clerk may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Chamber for the purpose of determining changes and modifications necessary with respect to accounting for funds made available. All records and documents required by this Agreement shall be maintained for a period of three years following final disbursement.
- E. Unless otherwise required by applicable laws, the Chamber shall allow the city access to books and records for purposes of auditing or reviewing the Chamber's claims, upon request by the city.
- F. The Chamber's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Workforce Development Services.

V
DURATION

- A. This Agreement shall be in full force and effect from and after July 1, 2021, until June 30, 2022.
- B. EXTENSION. If mutually agreeable to City and the Chamber, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30-day's prior written notice.

**VI
REQUIREMENTS**

The Chamber hereby agrees to perform all duties in accordance with all state and federal laws and regulations. The Chamber assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Pottawattamie County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX
INDEPENDENT CONTRACTOR**

It is understood that the Chamber is an independent professional contractor and that the Chamber will not in any event be construed as or hold itself out to be an employee or agent of the city. It is further agreed that at no time will the Chamber or the work efforts of the Chamber be under the supervision or control of the city, although the Chamber agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the city. It is also agreed that the Chamber, as an independent contractor, is not restricted to working exclusively for the city during the term of the Agreement.

**X
INSURANCE AND TAXES**

The Chamber is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the city on an annual basis. The Chamber is also responsible for payment of State and Federal taxes, and any other applicable tax. The Chamber is not eligible for any benefits the city may provide for its employees.

**XI
CONFIDENTIALITY**

The Chamber agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF COUNCIL BLUFFS, IOWA

ATTEST

X

City of Council Bluffs
Mayor

X

City of Council Bluffs
City Clerk

Date

Date

COUNCIL BLUFFS AREA CHAMBER OF COMMERCE

X

Drew Kamp
President & CEO

Date

*: key targeted workforce includes, but is not limited to: advanced manufacturing, food processing, transportation/logistics, warehouse/distribution, information technology, and healthcare.