

RESOLUTION 14D-29

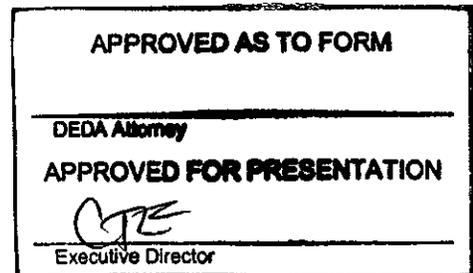
RESOLUTION AUTHORIZING AN AGREEMENT WITH NORTHSPAN GROUP INC. PERTAINING TO THE NORTHFORCE.ORG WEBSITE AND TALENT COMMUNITY DATABASE IN THE AMOUNT OF \$33,334

RESOLVED by the Duluth Economic Development Authority (DEDA) that the proper DEDA officials are hereby authorized to enter into an agreement substantially in the form of that attached hereto (Contract No. _____) with Northspan Group, Inc., for services related to the maintenance of the Northforce.org website and regional talent community database in the amount of \$33,334, payable from Fund 860 .

Approved by the Duluth Economic Development Authority this 28th day of May, 2014.

ATTEST:

Executive Director



STATEMENT OF PURPOSE: The purpose of this resolution is to establish services with Northspan to coordinate the Phase 2 strategy and administration of NORTHFORCE, the regional talent community database/portal for subscribers (employers and prospective employees) with a curated and personalized approach to skills matching.

The NORTHFORCE team is assimilating and regionalizing Duluth/Superior-based TwinPortsConnex (TPCx), an existing and funded match-making service for younger talent (18-35 years of age) into NORTHFORCE.

Through a memorandum-of-understanding, the executive boards of APEX and Northspan and funders of TwinPortsConnex have agreed to support TPCx integration of services into NORTHFORCE by the end of August 2014.

Northspan and APEX will also work together to identify interaction guidelines, establish metrics/measurable goals and timelines, engage networks to convey the value proposition of the talent community, and evaluate the tools and results to help plan for activities beyond Phase II.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE NORTHSPAN GROUP INC.
AND
DULUTH ECONOMIC DEVELOPMENT AUTHORITY**

THIS AGREEMENT, by and between the Duluth Economic Development Authority, hereinafter referred to as "DEDA," and The Northspan Group Inc., hereinafter referred to as "Northspan," or "Consultant" for the purpose of rendering services to DEDA.

WHEREAS, DEDA and other regional partners with the assistance of Northspan has developed a community-based online database for talent attraction, retention and placement in the Northland Region (the "Project"); and

WHEREAS, DEDA and the other regional partners are ready to implement Phase II of the Project to include managing the talent community database/portal and supporting the strategic marketing of the Project's value to businesses, communities, human resources/workforce professionals, economic development organizations, trade and alumni associations, and manage the communications between employers and individuals seeking employment and internships (Project Phase II); and

WHEREAS, Northspan provided a proposal to DEDA's for assistance with the Project Phase II (the "Proposal"); and

WHEREAS, Northspan has represented that it is qualified and willing to perform services set forth in its Proposal;

WHEREAS, DEDA desires to utilize Northspan's professional services for the Project Phase II.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services to be Performed.

Consultant will provide the following services described in the Proposal, attached hereto as Exhibit "A" and incorporated herein. Consultant agrees that it will provide its services in cooperation with DEDA's Executive. In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the term of this Agreement shall not exceed the sum of Thirty-three Thousand Three Hundred Thirty-four and 00/100th dollars (\$33,334.00), **payable** from Fund 860 inclusive of

all expenses. All bills for services rendered shall be submitted to the Executive Director upon the completion of each portion/timeline of Phase Two as outlined in the Proposal and shall include a detailed itemization of the services provided by Consultant. All requests for reimbursement shall be accompanied by such documentation as DEDA shall reasonably request. Upon receipt of said request and the appropriate documentation, DEDA shall reimburse Consultant up to the amount set forth above.

III. General Terms and Conditions.

1. Qualifications. Consultant represents that it is qualified and willing to perform the services set forth herein.
2. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon DEDA and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.
3. Assignment. Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of DEDA.
4. Data and Confidentiality, Records and Inspection.
 - a. DEDA agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
 - b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior written authorization from DEDA.
 - c. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
 - d. Records shall be maintained by Consultant in accordance with requirements prescribed by DEDA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years

after receipt of final payment under this Agreement.

e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

f. Consultant shall be responsible for furnishing to DEDA records, data and information as DEDA may require pertaining to matters covered by this Agreement.

g. Consultant shall ensure that at any time during normal business hours and as often as DEDA may deem necessary, there shall be made available to DEDA for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit DEDA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

5. Standard of Performance.

Consultant agrees that all services to be provided to DEDA pursuant to this Agreement shall be performed in a competent and workmanlike manner with the degree of skill and care which is in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

6. Contract Period.

Notwithstanding the date of execution, the term of this Agreement shall commence on January 9, 2014 and shall continue until December 31, 2014 unless terminated earlier as provided for herein.

DEDA may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of DEDA and Consultant shall promptly deliver the same to DEDA. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination

due to breach by Consultant, DEDA shall retain all other remedies available to it, and DEDA shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

7. Independent Contractor.

a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of DEDA for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of DEDA, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of DEDA. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from DEDA, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, DEDA shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

c. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

8. Indemnity.

Consultant agrees to defend, save harmless, and indemnify DEDA, its agents, and employees from any loss, cost, or damage by reason of Personal Injury or property damage of whatsoever nature or kind arising out of, or as a result

of, the performance of the work by the Consultant, its employees, agents, or subcontractors.

9. Insurance.

a. Consultant shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

(i) Workers' compensation insurance in accordance with applicable law.

(ii) Public Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(iii) DEDA shall be named as Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. DEDA does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

(iv) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms:

(a) ISO Additional Insured Endorsement (CG-2010 pre-2004) and

(b) (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

b. Such insurance shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

c. Certificates showing that Consultant is carrying the above-described insurance in the specified amounts shall be furnished to DEDA prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with DEDA during the term of this Agreement.

10. Notices

Notice to DEDA or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at

the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

DEDA

Duluth Economic Development
Authority
Room 402 City Hall
411 W. 1st Street
Duluth, MN 55802
Attn: Executive Director

Consultant

The Northspan Group Inc.
221 W 1st Street
Duluth, MN 55812
Attn: Randy Lasky

11. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

12. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

13. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

**DULUTH ECONOMIC DEVELOPMENT
AUTHORITY**

THE NORTHSPAN GROUP

By _____
President
Date: _____

By: _____
Its: _____
Date: _____

By _____
Secretary
Date: _____

Exhibit A



NORTHFORCE Phase II Implementation

Regional Talent Attraction, Management, Placement, Enrichment, Retention Community-based Online and Marketing Strategy

Overview

In the coming years Northeast Minnesota and Northwest Wisconsin will need an additional 25,000 workers, even with many “baby boomers” extending their careers. Many regional communities are poised to take strategic advantage of this phenomenon, formulating growth goals and contemplating the infrastructure critical to achieve those goals. Each community is asking significant and difficult questions as they evaluate the best tools for both their community and the region to strategically approach the impending dearth of qualified workers.

How will this need be addressed? How can we effectively marshal existing resources to find the skilled, productive, loyal workers that have been the foundation of building the region’s economy? Although there is no clear single answer, one certainty emerges from every line of inquiry; we need to start today, educating and attracting local and potential talent through a pro-active, coordinated regional effort.

The vision for this strategy is to reduce “brain drain” and drive employee recruitment efforts. This will both facilitate the growth of local companies and allow our region to continue to attract new talent, new companies, and new investment to the region. In Phase I of this vision, the Northspan Group, the Area Partnership for Economic Expansion (APEX), the City of Duluth, the City of Superior, ALLETE/Minnesota Power, the Iron Range Resources and Rehabilitation Board (IRRRB) and other area stakeholders developed a regionally-focused marketing and social media strategy, and community-based online system for talent attraction, management, placement, enrichment, and retention in the Northland.

Phase II Vision and Strategy

The Northspan Group, Inc. (Northspan) and Area Partnership for Economic Expansion (APEX) are collaborating to build upon Phase I, growing our ‘talent community’ and targeting business clusters in Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis counties in Minnesota and Ashland, Bayfield, and Douglas Counties in Wisconsin.

The vision of this pilot program is to work side-by-side with regional stakeholders aligning motivated workers with area businesses seeking trained, skilled employees. We want to augment existing talent attraction, retention, and job placement efforts by pursuing an intentional marketing strategy around an integrated backbone database system. This online portal has the capacity and capability to both push and pull information between those workers and businesses, strengthen and diversify industry growth opportunities, and sell this region's quality of place.

In Phase II APEX and Northspan will build regional participation in the talent community by strategically marketing its value to businesses, communities, human resources/workforce professionals, economic development organizations, trade and alumni associations, and individuals seeking employment and internships. Together we will pro-actively drive potential employees and employers to the portal and manage the communication dynamics that emerge. We will set measurable goals, work with area stakeholders to encourage co-branding and member outreach, assess the strategy's effectiveness, and begin the process of identifying sustainable funding sources.

Phase II Implementation

Phase II of this talent attraction, placement, and retention strategy is broken down into two areas, each supported by its own respective budget:

1. Manage NORTHFORCE Talent Community Strategy and Regional Database
2. Support Marketing, Promotion, and Public Relations Strategy including via regional and local websites (APEX)

Northspan will coordinate the NORTHFORCE strategy and administer the regional database/portal. APEX will oversee all aspects of outreach and marketing including branding, design elements, special events, social media, and collateral materials. APEX will also design new community landing pages as they are established.

Northspan and APEX will work together to identify interaction guidelines, establish metrics/measurable goals and timelines, engage networks to convey the value proposition of the talent community, and evaluate the tools and results to help plan for activities beyond Phase II.

The NORTHFORCE team is considering assimilating and regionalizing Duluth/Superior-based TwinPortsConnex (TPCx), an existing and funded match-making service for younger talent (18-35 years of age) into NORTHFORCE. Through a memorandum-of-understanding, the executive boards of APEX and Northspan and funders of TwinPortsConnex have agreed to explore rolling TPCx into NORTHFORCE by the end of August 2014.

During Phase II it is envisioned that the portal will build critical mass and prove to be a successful tool, funding will broaden to other funding sources such as employer-focused user

fees and online advertising opportunities. It is further envisioned that additional partners, including the education community, will be engaged to ensure the regional system meets broader talent development needs that are well beyond the NORTHFORCE strategy role.

NORTHFORCE Overview

During Phase I our research led Northspan and APEX to the formulation of a comprehensive strategy to address regional talent development. That strategy, branded as NORTHFORCE, includes five core objectives:

- 1. Attraction:** Educate prospective talent about the real reasons to come or stay.
- 2. Management:** Foster and maintain a line of communication between communities, employers, and prospective talent that is dynamic and constructive.
- 3. Placement:** Help talent find employers, and employers find talent.
- 4. Enrichment:** Provide opportunities for talent to grow, advance and change the face of the region.
- 5. Retention:** Create an environment in which talent thrives and whose contributions are recognized, celebrated, and reciprocated in every way possible.

Why NORTHFORCE is different?

NORTHFORCE is different and unique because of the following curated characteristics and capabilities:

- 1. Curated Talent:** a small net for a big fish; our goal is quality not quantity
- 2. Curated Site:** keeping it local, speaking to and from the lifestyle and region lovers perspective
- 3. Curated Content:** offering jobseekers, who are not seeking jobs yet, engagement and content beyond employment
- 4. Curated Employers:** proactive interactions with targeted employers who provide a sustainable wage
- 5. Curated Jobs:** push/pull dialogue between employer and employee is very responsive, even the automated portions

It is understood that to make the NORTHFORCE strategy successful, it must be fundamentally comprehended as a collaborative community effort. Success will exceed the responsibility of any sole partner. All business partners and stakeholders (the cities of Duluth and Superior, IRRRB, APEX, the Northspan Group, ALLETE/Minnesota Power, business affiliates, community partners, participating businesses, etc.) will participate in and support widespread dissemination of the NORTHFORCE effort, brand, and activities using whatever formal and informal networks, tools, marketing and promotion are at their disposal. This type of collaboration will build meaningful community discussion, and is the most effective way to instigate and reinforce participation in the NORTHFORCE strategy. This ongoing participation in

the NORTHFORCE strategy is what will ultimately confer lasting benefits and tangible value to the region.

NORTHFORCE Program Management (Northspan)

Manage/Coordinate Day-to-Day Vision and Strategy

- Manage team work flow
- Identify opportunities and gaps in team structure
- Proactively solve problems
- Assist partners in determining timelines, metrics, and other measurable goals
- Share and act upon discussion regarding analysis of results and trends with team management, funders, and other stakeholders
- Facilitate continued conversations about building new capacities and capabilities as the database tool is implemented and evolves to meet the customized needs of stakeholders.
- Prepare meeting logistics including agenda topics and meeting location
- Engage steering committee a minimum of once a quarter (Phase I & II funders)

Manage NORTHFORCE Talent Community and Database

- Implement Push/Pull Marketplace methodology developed in Phase I
 - Business
 - Manage the business (employer) member & their requests from completing profiles to filling vacancies
 - Create ad hoc reports supporting area employers (i.e. number of resumes in profession type)
 - Facilitate employers' marketing outreach strategies (i.e. promulgating career opportunities associated with trade associations)
 - Individual
 - Manage individual members and their requests, from completing profiles to potential job placement
 - Initiate conversation from initial registration to identify and address member's need(s) including researching appropriate area resources
 - Sell the region by developing communications based on member profile
- Streamline and automate the integration of culled-lists of job postings from large employer aggregators, US.jobs (MNWORKS.net), and other job-posting services into NORTHFORCE database
- Integrate talent/matchmaking programs of TwinPortsConnex (TPCx) into a broadened, regional component of the NORTHFORCE strategy
- Track and address feedback from employers, individuals, workforce professionals, and others
- Work in responsive collaboration with stakeholders and other community agencies as an ombudsman and technical resource when needed.
- Maintain ongoing interactive dialogue to keep interest and top of mind awareness

Implement Internal/External Communications Strategies; Support Regional Marketing Strategies

- Work with APEX to establish (and implement) methodology for reporting to team leadership and steering committee/funders, and communicating to peers, businesses, and public in general
- Work with APEX to create and distribute newsletter to NORTHFORCE members
- Promote NORTHFORCE activities and successes through regular Northspan marketing efforts including FYI Newsletter, links on Northspan.org and NorthlandConnection.com
- Promote value proposition of and augment marketing strategy for NORTHFORCE when working with businesses and communities on activities associated with the Northland Connection program.
- Engage networks, staff, and partners to co-brand NORTHFORCE, make presentations to and obtain support from targeted industry employers and workforce/education-based institutions
- Respond to inquiries about NORTHFORCE strategy and process
- Identify methodology for integrating team analysis of results and trends into a performance-based dashboard

Projected Timelines

January 16, 2014 → June 30, 2014

- Complete pre-launch preparations and testing
- Unveil and launch NORTHFORCE February 10, 2014
- Work with APEX to:
 - determine metrics and measurable goals; create dashboard-style reporting mechanism
 - report trends and activities associated with the tool
 - implement ongoing targeted marketing and social media strategy
 - obtain broad-based business and individual participation in NORTHFORCE Talent Community
- Explore integration of TwinPortsConnex (TPCx) program as a broadened, regional component of NORTHFORCE
- NORTHFORCE Talent Community is fully functional with robust number of job postings from participating businesses and individual memberships

July 1, 2014 → January 15, 2015

- Determine integration of TwinPortsConnex (TPCx) into NORTHFORCE by Aug 31, 2014
- Work with APEX to:
 - continue ongoing targeted marketing strategy
 - continue reporting analysis of trends and activities
 - chronicle and address feedback from employers, individuals, workforce professionals, and others
 - brainstorm new approaches to talent marketplace and appropriate metrics

- develop cost structure and fundraising mechanisms for creating a viable, ongoing program
- assess effectiveness of NORTHFORCE and YourMembership software with qualitative and quantitative analysis

Phase II Deliverables/Costs

Northspan

The Duluth Economic Development Authority, the City of Superior, and Iron Range Resources & Rehabilitation board will share the cost of managing NORTHFORCE.

The Northspan Group will:

1. Manage and coordinate all activities associated with Phase II, working in partnership with APEX to obtain broad-based, regional participation in the NORTHFORCE Talent Community*
2. Facilitate discussions with the team, funders, and other stakeholders to assess the overall impact of Phase II activities to help define success and guide planning for funding and continued implementation going forward
3. Manage NORTHFORCE Talent Community and Database; facilitate interaction between employers and individuals, update events/calendar, and work with stakeholders as a technical resource
4. Direct Costs including technology requirements**

*Northspan staff hours will be front-end loaded January through June as we work with APEX to populate the tool with business job postings and individual memberships.

**YourMembership.com license renewal	\$7,200
Development of an application programming interface (API) to cull and import multiple job postings from large employers	\$3,500
Miscellaneous costs (i.e. mileage, printing, etc.)	\$3,500

Phase II Cost Breakdown

Activities 1 & 2	\$29,890
Activity 3	\$56,160
Direct	\$14,200
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Total:	\$100,000

Phase II Funding Sources

DEDA	\$33,334	
City of Superior	\$33,333	
IRRRB	\$333,33	
Other	\$00,000	
Total:		\$100,000