

RESOLUTION 14D-30

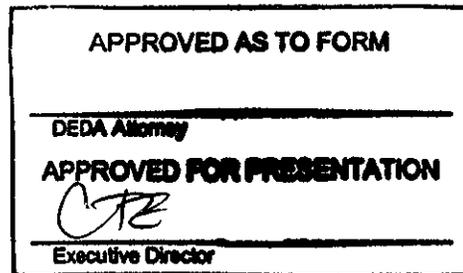
**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
AREA PARTNERSHIP FOR ECONOMIC EXPANSION (APEX) FOR MARKETING
THE NORTHFORCE TALENT COMMUNITY DATABASE**

RESOLVED by the Duluth Economic Development Authority (DEDA) that the proper DEDA officials are hereby authorized to execute a professional services agreement, substantially in the form of the copy attached hereto (DEDA Contract No. _____), with the Area Partnership for Economic Expansion (APEX) for the marketing the NORTHFORCE Talent Community database for an amount not to exceed \$31,000, 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 authorize an agreement with APEX to promote and publicize the new talent recruitment community database, known as NORTHFORCE. Under the agreement, DEDA will reimburse APEX up to and not to exceed \$31,000 for professional services to assist in the Phase 2 marketing of NORTHFORCE utilizing print media, person to person interface, presentations at industry expos/job fairs/educational institutions/to prospective employers, taking advantage of social media tools and technology, and website analytics to identify prospective talent pools, attract, retain, and place talented professionals for employment opportunities in Duluth.

Under the agreement, APEX and DEDA will also engage in continued conversations and cooperatively partner with Northspan (talent database manager) to support Duluth employers and their search for qualified employees. APEX will provide regular updates to DEDA, the Technical Steering Committee made up of regional partners, IRRRB and the City of Superior, Wisconsin.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
AREA PARTNERSHIP FOR ECONOMIC EXPANSION
AND
DULUTH ECONOMIC DEVELOPMENT AUTHORITY**

THIS AGREEMENT, by and between the Duluth Economic Development Authority, hereinafter referred to as "DEDA," and Area Partnership for Economic Expansion, hereinafter referred to as "APEX," or "Consultant" for the purpose of rendering services to DEDA.

WHEREAS, the DEDA has requested assistance with talent attraction, retention and placement in connection with the City of Duluth's workforce development efforts (the "Project");

WHEREAS, Consultant provided a proposal in response to the DEDA's Project request;

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

WHEREAS, the DEDA desires to utilize Consultant's professional services for the Project;

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 Phase II 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-one Thousand and 00/100th dollars (\$31,000), **payable** from Fund 255-020-5319 (Economic Development, Planning, Professional Services) 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 1, 2014 and shall continue until December 31, 2014 unless terminated earlier as provided for herein. The Executive Director may extend this Agreement for up to six (6) months so long as there is no increase in Fees in connection with the extension.

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

APEX
306 West Superior Street
Suite 902
Duluth, Minnesota 55802
Attn: Brian Hanson

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**

**AREA PARTNERSHIP FOR ECONOMIC
EXPANSION**

By _____
President
Date: _____

By: _____
Its: _____

By _____
Secretary
Date: _____

Date: _____



NORTHFORCE

Our Region's 6 T's of Opportunity **Timber – Taconite – Tourism – Transportation – Technology & TALENT**

Strategy Overview

Over the next 10 years, the APEX region of 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 we meet this need? How can we best marshal existing resources in effective ways? Where will we 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 proactive, 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. To this end, APEX, the Area Partnership for Economic Expansion, has been working with the Northspan Group, the City of Duluth, the City of Superior, the Iron Range Resources and Rehabilitation Board and other area stakeholders to develop and implement a regionally-focused outreach & marketing strategy and a community-based online system for talent attraction, retention and placement.

Joint Strategy Summary

With our partners, we have developed and implemented a web-based portal that has the capacity and capability to both push and pull information involving interested workers and businesses that are engaged with the talent development system. The portal has been customized to the area and the business clusters we intend to target and support.

Furthermore we have developed and implemented a talent outreach & marketing strategy designed to drive potential employees and employers to the regional talent portal. Here, potential employees will learn about our region and enter their resume; while employers will post job opportunities and receive resumes.

APEX has researched the key elements of an effective outreach & marketing campaign and has designed an action plan that will drive employer and employee traffic to the portal. APEX has branded the strategy; designed branding elements and collateral materials; established regional and community landing pages including the communities of Duluth, Superior and the Iron Range; and began to implement the outreach & marketing campaign utilizing a menu of approaches including web, print, broadcast, social media, special events and other tools.

Project Phases

Phase One included the build-out of the “back end” of the portal and brand development. During this phase, APEX and Northspan worked with a Technical Steering Committee made up of development and workforce partners and a Focus Group comprised of business leaders and human resources specialists. These contributors provided advice and feedback to help us ensure that the portal is meeting the needs of regional employers and our development partners. Phase One start-up and launch costs were funded by the cities of Duluth & Superior, the Iron Range Resources & Rehabilitation Board (IRRRB) and Minnesota Power.

Phase Two is the long-term management, outreach and marketing of the portal, coupled with further development of the talent system. APEX and Northspan will maintain relationships with the Technical Steering Committee and Focus Group as needed and work with our partners and the business community to ensure the success of the portal. It is envisioned that as the portal builds critical mass and proves to be a successful tool, funding will transition from the development partners to other funding sources, which may include employer-focused user fees and/or online advertising opportunities. It is further envisioned that additional partners, including the education community, will be engaged to ensure the regional system meets broader needs that are well beyond the Phase One initiative to include training, internships, and other opportunities to attract, manage, place, enrich and retain talent.

This continues to be a unique opportunity for the region. We have the potential to change the perception of our region and to create a dynamic and exciting opportunity that can drive private investment, create new employment opportunities with jobs that pay well, enhance the tax base and position the region for further growth.

NORTHFORCE Overview

Attracting, Managing, Placing, Enriching & Retaining Talent

NORTHFORCE is your talent community leading the way by attracting, managing, placing, enriching and retaining the talent community for northeast Minnesota and northwest

Wisconsin.

NORTHFORCE is a collaborative initiative of APEX (Area Partnership for Economic Development), IRRRB (Iron Range Resources and Rehabilitation Board), the Northspan Group, the City of Duluth, Minnesota and the City of Superior, Wisconsin. The NORTHFORCE region includes counties in both Minnesota (Aitkin, Carlton, Cook, Itasca, Koochiching, Lake and St. Louis) and Wisconsin (Ashland, Bayfield and Douglas).

NORTHFORCE is united around 5 core talent strategy objectives including:

- 1. Attracting Talent:** We educate prospective talent about the real reasons to come or stay.
- 2. Managing Talent:** We foster and maintain a line of communication between communities, employers, and prospective talent that is dynamic and constructive.
- 3. Placing Talent:** We help talent find employers, and employers find talent.
- 4. Enriching Talent:** We provide opportunities for talent to grow, advance and change the face of the region.
- 5. Retaining Talent:** We create an environment in which talent thrives and whose contributions are 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

Outreach & Marketing Strategy and Phase 2 Funding Request

Objective

APEX is to serve as the central source for NORTHFORCE outreach & marketing. All outward facing content (websites, print, social media, newsletters, etc.) must be collaborated with & approved by the APEX team to manage brand consistency. APEX will manage the following activities:

Site Ownership & Management of NORTHFORCE.org & Community Websites (Duluth, Superior & Iron Range)

Technical support, site administration, and content creation & implementation for the regional and community sites.

Outreach & Marketing Strategy Actions & Budget

Action	Timeline	Cost	Outcome	Lead
Technical Steering committee will work with regional private business/industry Focus Group to determine priority target career sectors for talent database and marketing purposes	Oct Nov 2013	APEX In-Kind \$3,000 Phase 1 Completed	Beginning target career sectors selected (i.e. Manufacturing/Aviation, Technology, Professional Services/Engineering, Healthcare, etc.	APEX and Northspan
The Technical Steering committee will work to provide feedback from private sector partners with regional educational institutions	Oct Nov 2013	APEX In-Kind \$3,000 Phase 1 Completed	Shared feedback from private business & industry meetings	APEX and Northspan
Determine and present regional brand name.	Nov 2013	\$2,000 Phase 1 Completed	Branding name determined utilizing regional marketing strategy partners	APEX
Develop all branding elements including the bug/button to be utilized throughout the whole marketing strategy	Nov 2013	\$8,000 Phase 1 Completed	Asset management page created and holds all the branding elements	APEX
Utilizing branding elements to develop the Talent Recruitment websites.	Nov Dec 2013 & Q1 2014	\$16,000 Phase 1 Completed	1. Master template for the regional site is developed. 2. Three community websites developed utilizing the branding elements.	APEX
Utilizing branding elements develop flexible advertising layouts.	Q1 2014	\$3,000 Phase 1 Completed	Layouts used in business cards, billboards, industry mags, direct mail, emails etc.	APEX

Utilizing branding elements create a regional print handout and obtain a gizmo.	Q1 2014	\$3,000 Phase 1 Completed	Print hand out and purchased gizmo. First large printing round is included.	APEX
Utilizing the advertising layouts launch a print and electronic campaign	Q1 & Q2 2014	\$20,000 PHASE 2 Work in Progress	Potential placement in regional, state and other targeted industry trade magazines.	APEX
Utilizing the branding elements create a video for recruitment	Q2 2014	\$8,000 PHASE 2 Work in Progress	Regional video that could be used as a template for other communities.	APEX
Utilize branding elements to develop and launch social media strategy	Q2 2014	\$72,000 PHASE 2 Work in Progress	Social media strategy launched and trained staff	APEX
Exhibit, host and/or attend trade shows/expos	Q4 2013 & 2014	\$18,000 with \$12,000 APEX In-Kind = \$6,000 Phase 1&2 Work in Progress	Shared cost for events APEX plans to attend including but not limited to: Data Center World International Biomass Site Selectors Guild	APEX
Conduct specialized recruitment events in the region or in targeted market areas for recruitment	2014	6 events \$3K per \$18,000 Phase 1&2 Work in Progress	Alumni events, job fairs or other industry or company specific events	APEX
Phase 1 FUNDED		Duluth Superior IRRRB MP/ALLETE <u>APEX</u> TOTAL	\$20,000 \$16,000 \$16,000 \$ 4,000 <u>\$18,000</u> \$74,000 APPROVED & FUNDING	
Phase 2 Full Investment Partnership Model		Duluth Superior IRRRB MP/ALLETE Others <u>APEX</u> TOTAL	Total \$51,000 \$32,000 \$51,000 \$10,000 \$12,000 <u>\$18,000</u> \$174,000	<u>PHASE 2 Funding Request</u> \$31,000 \$16,000 \$35,000 \$6,000 \$12,000 \$0 \$100,000