

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF AGREEMENT WITH AMES ECONOMIC DEVELOPMENT COMMISSION FOR WORKFORCE DEVELOPMENT PROGRAM

BACKGROUND:

At the February 13, 2018, City Council budget wrap-up meeting, the City Council allocated \$15,000 from the Hotel/Motel Tax available balance to fund the Ames Economic Development Commission (AEDC) workforce development program. The AEDC did not request funding for its retail recruitment program (the Buxton SCOUT software) for the current fiscal year. That service had been funded in the amount of \$7,500 in previous years. Therefore, the contract with AEDC for this fiscal year represents a net increase of \$7,500. The workforce development program includes a variety of programming efforts aimed at attracting and recruiting individuals to the Ames community.

The contract with AEDC has been signed by the organization, returned to City staff, and is now before the City Council for approval. The scope of services is provided below:

Funds awarded shall be used towards the workforce development program. Programming efforts will be used to attract and recruit talent to the community. The activities under the workforce development program shall include the engagement of high school students with Ames businesses, website marketing, a summer internship program for student-interns and other job seekers, marketing of employment opportunities to veterans and transition members, and out-of-state recruitment of soon to be college graduates.

The Provider shall send a report to the City in December 2018 and in June 2019 summarizing the use of the program, including the number of participants, and recruitment marketing analytics.

ALTERNATIVES:

1. Approve the attached agreement for FY 2018/19 with the Ames Economic Development Commission for their workforce development program.
2. Direct staff to modify the scope of services
3. Do not approve the funding contract

MANAGER'S RECOMMENDED ACTION:

Funding for the workforce development program was included in the City's amended FY 2017/18 Budget. The proposed agreement conforms to the outline provided to the City Council at the time funding was included in the Budget.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the attached agreement for FY 2018/19 with the Ames Economic Development Commission for their workforce development program.

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into the **1st day of July, 2018**, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **Ames Economic Development Commission** (an entity organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations;

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

I PURPOSE

The purpose of this Agreement is to procure for the City of Ames and its citizens certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames 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 an amount not to exceed **\$15,000**, the City agrees to purchase the Provider's services and facilities as generally described in the Provider's 2018/19 application. This description shall be made a part of this Agreement.

B. The Provider's application proposal is modified as described in the box below:

Funds awarded shall be used towards the workforce development program. Programming efforts will be used to attract and recruit talent to the community. The activities under the workforce development program shall include the engagement of high school students with Ames businesses, website marketing, a summer internship program for student-interns and other job seekers, marketing of employment opportunities to veterans and transition members, and out-of-state recruitment of soon to be college graduates.

The Provider shall send a report to the City in December 2018 and in June 2019 summarizing the use of the program, including the number of participants, and recruitment marketing analytics.

III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be reimbursement for actual costs incurred by Provider in providing services required by Section II above. Any alternate payment arrangements must be approved by the City Council.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of costs for which reimbursement is requested, and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is detailed in the SCOPE OF SERVICES (Part II of this contract), and no greater amount shall be paid.

E. All unobligated amounts disbursed to the Provider shall be repaid to the City as of the effective date of termination of this agreement. The Provider shall repay to the City any disbursed funds for which documentation of actual expenses is not provided.

F. The Provider shall requisition for funds no more frequently than once per month. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must submit a request in writing to be approved by the City Manager's Office. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement. In no case will a disbursement request be accepted for reimbursement after July 15th of the following fiscal year.

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 Provider by the City will be deposited by Provider in an account under the Provider's name. 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 for which reimbursement is claimed 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.

D. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. The Provider must submit a final report to the City within thirty (30) days of the submission of the final requisition for reimbursement or the concluding date of this contract, whichever is earlier. The final report shall describe, at minimum, the services and facilities provided under the contract, an accounting of the number of individuals to whom services or facilities were provided, and any supporting documentation to substantiate these descriptions. Failure to submit a final report as required may result in any funds awarded to the Provider through subsequent contracts being held in sequestration until the final report is complete.

V DURATION

This Agreement shall be in full force and effect from and after July 1, 2018, until June 30, 2019. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination, no further disbursement under this Agreement shall be made by the City. Any money disbursed to the Provider and unencumbered or unspent as of the effective date of termination, shall be repaid to the City.

VI DISCRIMINATION PROHIBITED

In accordance with Chapter 14 of the Municipal Code, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

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 AMES, IOWA

ATTEST:

BY _____
John Haila, Mayor

Diane Voss, City Clerk

Ames Economic Development Commission

BY _____
Authorized Representative