

Date APR 3 - 1995Agenda Item 43Roll Call # 95-1319.**FIRST SOURCE EMPLOYMENT AGREEMENT**

This Agreement (hereinafter, the "Agreement") is made by and between the Iowa Department of Employment Services/Job Service Division (hereinafter, "Job Service"), the City of Des Moines (hereinafter, the "City"), Fibrelite Corporation (hereinafter, the "Employer") which proposes to operate an industrial facility in Des Moines, Iowa, (hereinafter, the "Project") pursuant to the provisions of Chapter 28E of the Code of Iowa.

The above-referenced development Project has received direct federal, state or local public financing of \$100,000 or more (excluding U.S. SBA Guarantees and urban renewal writedowns). The purpose of this Agreement is to make the permanent jobs created within the Project accessible to those qualified applicants who are most in need of a job. It is the intent of the parties that job opportunities be maximized for low and moderate income people of the community by the utilization of Job Service as the first source of hiring referrals for such jobs within the Project.

**I. CONSIDERATION**

The Employer shall in consideration of the receipt from the City of public financing in its Project use Job Service as its first source for recruitment and referral in the hiring of all non-promotional, non-professional permanent job openings within the development Project. Job Service shall in consideration of being designated the first source hiring agency provide the Employer with job referrals in an expedited fashion. The City shall in consideration of the enhancement of job opportunities for low and moderate income persons require developers who are recipients of public financing to enter into this Agreement.

**II. DIVISION OF RESPONSIBILITIES**

The parties do hereby agree to the following division of responsibilities for this joint and cooperative undertaking:

**A. Responsibilities of the Employer:**

1. The Employer shall use Job Service as its first source for the recruitment, referral and hiring for all non-promotional, non-professional permanent job openings in the Project for the duration of this Agreement.
2. During the first ten (10) days following the date of each job opening the Employer shall interview only applicants referred to it by Job Service. The Employer may negotiate a lesser time period with Job Service for those jobs for which there is critical need that it be filled within a shorter timeframe so long as the crisis is not of the Employer's own making and is not used to circumvent the purpose of this Agreement.
3. The Employer shall interview each applicant referred by Job Service during the ten (10) day period until the job is filled or the period expires. The Employer retains at all times full choice of whom to hire.
4. The Employer shall notify Job Service of its specific need for additional employees as soon as that need is identified together with the anticipated date of each job opening.

Return to: CITY CLERK-DES MOINES  
400 East First Street  
DES MOINES, IA 50309-1891  
(515) 283-4209

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.

3. The City upon receipt of statistical data from Job Service shall review the Employer's compliance with the requirements of this Agreement; the City Manager or his designee shall report on an annual basis the number of interviews and the ultimate hiring decisions to all parties to the Agreement.

### III. DURATION AND TERMINATION

The parties do hereby agree that:

- A. This Agreement shall take effect upon its filing with the Secretary of State and its filing for record in the Polk County Recorder's Office, and shall expire March 31, 1998.
- B. This Agreement may be terminated only by the written consent of all parties formally approved by their governing bodies.
- C. Any assignment, transfer or conveyance of the Employer's interest in the above-enumerated Project shall be subject to performance of the Employer responsibilities set out in this Agreement by such assignee, transferee or successor in interest as provided in Article II Paragraph A(11) of this Agreement. Such assignment, transfer or conveyance shall relieve the original Employer of any and all obligations under this Agreement.

### IV. COSTS

Each party shall bear its respective expenses associated with implementation of this Agreement.

### V. HOLD HARMLESS

Each party shall bear its respective liability for activities undertaken pursuant to this Agreement except that:

- A. Neither Job Service nor the City assumes any responsibility or liability by reason of this Agreement for an applicant's actions, or job performance if hired, and the Employer hereby releases and agrees to hold harmless Job Service and the City from any and all such claims of responsibility or liability for such conduct.
- B. Neither Job Service nor the City assume any responsibility or liability by reason of this Agreement for the sufficiency of the Employer's employment procedures and practices in hiring to meet the requirements of federal, state or local law and the Employer hereby releases and agrees to hold harmless Job Service and the City from any and all such claims of responsibility or liability which may arise.

This Agreement is binding upon the successors and assigns of each of the respective parties.

IOWA DEPARTMENT OF EMPLOYMENT  
SERVICES/JOB SERVICE DIVISION

By Glen Howard 4/7/95  
Name Title Deputy Regional Supervisor Reg II Date

FIBRELITE CORPORATION

By James L. McInt 4-3-95  
Name Title SECRETARY Date

ATTEST:

Donna V. Boetel-Baker  
Donna V. Boetel-Baker  
City Clerk

CITY OF DES MOINES

By George E. Flagg  
George E. Flagg Date

APPROVED AS TO FORM:

Tim P. Walker  
Assistant City Attorney

STATE OF IOWA )  
COUNTY OF POLK ) ss:

ACKNOWLEDGEMENT FORM FOR  
JOB SERVICE

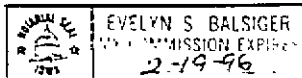
On this 7<sup>th</sup> day of April, 1995, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Glen Howard and James L. McInt, to me personally known, and, who, being by me duly sworn, did say that they are the Deputy Regional Supervisor, Reg II, respectively, of the IOWA DEPARTMENT OF EMPLOYMENT SERVICES/JOB SERVICE DIVISION; and that said instrument was signed and sealed on behalf of said department of state government, by authority of said officers and the said Glen Howard and James L. McInt acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said department by it voluntarily executed.

Donna V. Boetel-Baker  
Notary Public in and for Polk County, Iowa

STATE OF IOWA     )  
                              ) ss:  
COUNTY OF POLK    )

ACKNOWLEDGEMENT FORM FOR  
CORPORATE EMPLOYER

-- On this 3<sup>rd</sup> day of April, 1995, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared Jeffrey L. May to me personally known, and, who, being by me duly sworn, did say that he is the Secretary of Chloride Corp the corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Secretary as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Evelyn S. Balsiger  
Notary Public in and for Polk County, Iowa

STATE OF IOWA     )  
                              ) ss:  
COUNTY OF POLK    )

ACKNOWLEDGEMENT FORM FOR  
CITY OF DES MOINES

On this 3<sup>rd</sup> day of April, 1995, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared GEORGE E. FLAGG and DONNA V. BOETEL-BAKER, to me personally known, who being by me duly sworn did state that they are the MAYOR PRO TEM and CITY CLERK of the City of Des Moines, Iowa, a municipal corporation; and that the said instrument was signed and sealed on behalf of the City of Des Moines, Iowa, and GEORGE E. FLAGG and DONNA V. BOETEL-BAKER acknowledged the execution of the instrument to be the voluntary act and deed of said City of Des Moines, Iowa, by it and by them voluntarily executed.

Ann Ann (Uhlman)  
Notary Public in and for Polk County, Iowa

PAUL D. PATE  
SECRETARY OF STATE



HOOVER BUILDING  
STATE OF IOWA  
DES MOINES, IOWA 50319

TEL (515) 281-5204  
FAX (515) 242-5953

April 27, 1995

Donna V. Boetel-Baker  
City of Des Moines  
400 East First Street  
Des Moines, IA 50309-1891

RE: Filing  
of 28E Agreement between the First Source Employment  
and the Fibrelite Corporation

Dear Ms. Boetel-Baker:

We have received the above described agreement which  
you have submitted to this office for filing, pursuant to  
the provisions of Chapter 28E, Code of Iowa.

You may consider the same filed as of April 27, 1995.

Sincerely,

Paul D. Pate  
Secretary of State

PDP/skr  
Enclosures

April 24, 1995

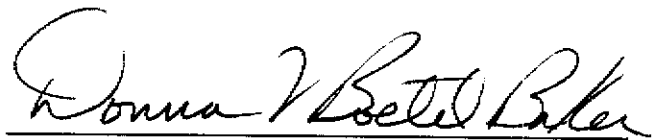
FILED  
APR 21 8 07 AM '95  
POLK COUNTY

MEMO TO: Secretary of State ✓  
Polk County Recorder

Please file and record the enclosed documents and bill this office as appropriate:

28-E Agreement for First Source Employment with Fibrelite Corporation, approved by the Des Moines City Council on April 3, 1995 by Roll Call No. 95-1319.

Thank you.



Donna V. Boetel-Baker, CMC/AAE  
City Clerk

/db  
Enclosures



DONNA V. BOETEL-BAKER, CMC/AAE  
CITY CLERK  
CITY HALL - 2ND FLOOR  
400 EAST FIRST STREET  
DES MOINES, IOWA 50309-1841  
(515) 283-4209

PARKING TICKETS  
AND  
DOG LICENSES  
(515) 283-4129

BUSINESS LICENSES  
(515) 283-4233

ALL-AMERICA CITY 1949, 1976, 1981