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DELAWARE COUNTY IOWA
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BOOK 2003 PAGE 2035
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
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Prepared by: LANCE A. COPPOCK, AHLERS & COONEY, P.C.
100 COURT AVENUE, DES MOINES, IOWA 50309 (515) 243-7611

AGREEMENT TO ESTABLISH ONE SOURCE TRAINING TO PROVIDE STATEWIDE TRAINING BY IOWA COMMUNITY COLLEGES

This Community College Joint Agreement ("Agreement") is made and entered into pursuant to Iowa Code Chapter 28E effective on the effective date herein provided, by and among Eastern Iowa Community College District, Merged Area IX, Hawkeye Community College, Merged Area VII, Indian Hills Community College, Merged Area XV, Iowa Central Community College, Merged Area V, Iowa Lakes Community College, Merged Area III, Iowa Valley Community College District, Merged Area VI, Iowa Western Community College, Merged Area XIII, Kirkwood Community College, Merged Area X, North Iowa Area Community College, Merged Area II, Northeast Iowa Community College, Merged Area I, Northwest Iowa Community College, Merged Area IV, Southeastern Community College, Merged Area XVI, Southwestern Community College, Merged Area XIV, Western Iowa Tech Community College, Merged Area XII and Des Moines Area Community College, Merged Area XI ("Colleges" or "Community Colleges").

WHEREAS, the Colleges each find it in keeping with their respective missions to establish a centralized clearing house for acquiring and delivering State-wide training projects in a united and seamless manner and intend to collaborate in order to enhance the Community College's competitiveness and effectiveness on State-wide training projects.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and upon the following terms and conditions the Colleges agree as follows:

1. Purpose. The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties in connection with the project hereinafter described pursuant to the provisions of Iowa Code Chapter 28E, 2001, as amended.

2. Program. One Source Training is hereby established. One Source shall be a cooperative program of Iowa's fifteen community colleges to provide training and consulting services to businesses, governmental agencies, associations and organizations with employees and members at multiple Iowa sites in need of the same or similar training. One Source Training shall combine the resources of all 15 Community Colleges to ensure that consistent, relevant and high quality training is economically provided State-wide at a uniform price to Iowa employers. One Source Training shall provide a single point of contact that coordinates with all the Community Colleges for training, customization and development, scheduling and delivery, trainer certification and billing.

3. Name. The name under which this joint and cooperative program shall be carried out is "One Source Training" or "One Source".

4. Joint and Cooperative Action. Through this Agreement the Colleges will act jointly and cooperatively to more efficiently use their powers as Community Colleges and training entities to provide improved public services to their respective Merged Areas through One Source in the following activities:

   a. Supporting the common marketing campaign of One Source.
   b. Sharing effective and innovative training initiatives.
   c. Developing custom tailored training curriculums and projects for organizations or businesses with multiple locations throughout Iowa.
   d. Selecting trainers to be certified to use the customized curriculum developed through One Source.
   e. Delivering training at the request of clients State-wide.
   f. Scheduling training sessions.
   g. Arranging appropriate local facilities.
   h. Providing marketing assistance for the customized training developed.
   i. Providing training materials through negotiated arrangements.
   j. Registering participants for training.

k. Developing uniform pricing structure and efficient billing systems for training.

l. Conducting participant training evaluations to develop the best training and delivery options to meet employer needs State-wide.

5. Individual College Responsibilities. In addition to cooperating to assure the successful joint activities set out in paragraph 4 above it will be the responsibility of each College to:

a. Participate fully in the initiatives of One Source Training.

b. Support the structure and intent of One Source Training within each College. This communication and support should include at a minimum: senior management, economic developer, contracted training, marketing and continuing education staff.

c. Support the One Source Executive Director and Operating Committee and allow the Executive Director to negotiate and execute One Source Training contracts on behalf of the Community Colleges.

d. Appoint an appropriate contact person at each College and direct this person to support and follow through on One Source program activities.

e. Adhere to the One Source pricing structure as determined by the Operating Committee.

f. Select trainers to be certified to use the customized curriculum developed.

g. Support the common marketing campaign of One Source.

h. Share effective and innovative training initiatives being successfully conducted at each College for joint and cooperative use, if appropriate.

6. Administration - Executive Director. One Source shall be administered by an Executive Director who shall be named by and report to the Presidents of the Iowa Community Colleges. The Executive Director will have full responsibility for administration of One Source including the authority to enter into contracts with clients on behalf of the Colleges through One Source and will coordinate such operation with the Operating Committee hereinafter established. Both the Executive Director and the Operating Committee will report to the Presidents of the Iowa Community Colleges on at least a quarterly basis.

7. Operating Committee. A One Source Operating Committee is hereby established. The purpose of the Operating Committee is to implement the provisions of this Agreement as an advisory committee to the Executive Director in order to coordinate the day-to-day operating activities of One

Source. The initial composition of the Committee shall be determined by the Executive Director in consultation with the Community College Presidents. The composition of the Committee will be reviewed on an annual basis and adjusted, if appropriate. The Operating Committee will adopt rules and procedures as may be appropriate from time to time to coordinate operation and control of One Source, to evaluate programs, determine pricing structures and pricing options, develop and evaluate curriculum, advise the Executive Director and perform such other duties as may be necessary. The Operating Committee will hold its initial meeting within thirty (30) days of the adoption of this Agreement at which meeting the Operating Committee will attend to immediate program needs and organizational matters. Meetings will be called thereafter by the Executive Director at his or her discretion. Minutes of each meeting shall be kept.

8. Operating Budget. The Executive Director in consultation with the Operating Committee shall establish an annual operating budget for One Source which shall include all expenses of administration, operation, maintenance, and other general expenses. The budget shall be subject to approval by the Presidents of the Community Colleges. Based upon this budget, assessments shall be made to each of the Colleges in the amounts necessary to cover the budgeted expenditures for the fiscal year plus reasonable provisions for contingencies and reserves necessary to operate One Source. Each College shall pay the assessments for the operating budget immediately upon receipt. It is a goal of the Colleges that One Source shall become a self-sustaining program as soon as possible and that future budgets may eliminate assessments to the Colleges in whole or in part.

9. Administration - Financial Matters. One Source financial operations and billing procedures will be coordinated at Des Moines Area Community College through the Executive Director. Financial operating procedures will be adopted by the Executive Director in consultation with the Operating Committee.

10. Administration - Employees and Staff. This Agreement does not establish a separate legal entity to conduct One Source. Colleges will contribute staff, materials and other resources to each project on a case-by-case basis and be compensated based upon determinations of the Executive Director and Operating Committee for each training proposal. One Source personnel, including, without limitation, the Executive Director, will remain employees of the respective Community Colleges. Time and resource allocations will be determined based upon operating procedures to be adopted.

11. Agreement - Method of Approval. The Colleges shall each approve this Agreement by resolution of the respective governing bodies which resolution shall authorize the presiding officer and secretary to execute this Agreement.

12. Agreement - Filing with Secretary of State. When this Agreement has been approved by the parties, it shall be filed with the Secretary of State for the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

13. Agreement - Recording with County Recorders. When this Agreement has been filed with the Secretary of State of the State of Iowa, it shall be recorded in the office of all County Recorders in accordance with the provisions of Iowa Code Section 28E.8.

14. Agreement - Effective Date. This Agreement shall be effective from and after the date on which this Agreement is recorded and filed as herein provided.

15. Agreement - Duration. This Agreement shall be effective from the effective date herein provided until terminated as herein provided.

16. Agreement - Termination. This Agreement shall be effective from the effective date until terminated by written agreement of the parties.

17. Agreement - Affect of Termination. The termination of this Agreement shall not relieve any of the parties of any obligations or liabilities accrued prior to the effective date of such termination.

18. Notice. Any notice under this Agreement shall be in writing and addressed to the President of the respective College.

19. Liability. Nothing in this Agreement shall be construed to create joint or several liability of a party for the acts, omissions or obligations of the other. Each party shall be liable only for its own acts. The party shall have such rights of indemnity and contribution upon themselves with respect to the subject matter of this Agreement as shall be permitted by law and consistent with the provisions of this Agreement.

20. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

21. Entire Agreement. This Agreement contains the entire agreement between

the parties and may not be changed except by an amendment in writing signed by the parties.

22. Third Party Beneficiary. Nothing in this Agreement shall be construed to confer any right upon any third party, and the parties hereto specifically acknowledge, agree and declare that no person is intended to be a third party beneficiary of this Agreement.

23. Amendments. This Agreement may be amended by a written instrument approved and adopted by all of the parties in the same manner as this Agreement.

24. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS whereof, Community College has caused this Agreement to be approved by resolution of its Board of Directors this 10th day of March, 2003.

NORTHEAST IOWA COMMUNITY COLLEGE, Merged Area I

By: _____
Robert J. Denson
President

ATTEST:

_____
Janet Bullerman
Board Secretary

STATE OF IOWA)
) ss:
WINNESHIEK COUNTY)

On this 10th day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert J. Denson and Janet Bullerman to me personally known, who being by me duly sworn, did say that they are the College President and Board Secretary, respectively, of Northeast Iowa Community College; that the instrument was signed on behalf of Northeast Iowa Community College (NICC) by authority of its Board of Trustees; and that Robert J. Denson, as College President and Janet Bullerman, as Board Secretary, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of NICC, by it and by them voluntarily executed.

Thomas M. Ridout
Notary Public in and for the State of Iowa.

