

COUNCIL ACTION FORM

SUBJECT: ASSET ADMINISTRATIVE SERVICES AGREEMENT

BACKGROUND:

The ASSET Funders (City of Ames, United Way of Story County, ISU Government of the Student Body, Department of Human Services, and Story County) provide funding for administrative services according to a 28E agreement most recently revised in 2005. ASSET is currently allocated annually \$3,000 (\$600 from each Funder) for printing, postage, and other materials, and \$14,400 (\$2,880 from each Funder) for the contracted administrative assistant. Each year, staff presents the revised negotiated cost for administrative services as part of the City's budget.

The current administrative assistant is retiring. In February, ASSET issued a Request for Qualifications (RFQ) for administrative services. The opening was advertised in the Ames Tribune and on the ASSET website. Three statements of qualification were received. One candidate subsequently withdrew, and the Administrative Team determined that the other two did not have acceptable qualifications. The Administrative Team then decided to extend the RFQ period to seek additional candidates.

Two additional candidates then submitted statements of qualifications. One was Erin Thompson, who also serves as a part-time Principal Clerk in the City Manager's Office. The ASSET Administrative Team interviewed both candidates. The City's representatives recused themselves from the discussion and selection to avoid a conflict of interest. The remaining members of the ASSET Administrative Team made the decision to contract with Ms. Thompson for administrative services in the amount of \$13,000 per year.

After that decision was made, a question was raised regarding a state law provision that prohibits cities from contracting with their own employees except under certain circumstances. To address that concern, the ASSET Administrative Team proposes to amend the ASSET 28E agreement addressing administrative services to specify that United Way of Story County will be responsible for providing administrative services, and that the other Funders will reimburse United Way on a contractual basis for these services. This will satisfy any concerns with the State Code requirement, although all Funders except United Way will lose direct control over the administrative services contract. City staff is confident that United Way will be a responsive and effective administrator of the administrative services contract. This action will have no effect on the Funders' costs of ASSET administrative services.

Attached is the revised ASSET 28E agreement to implement this change. The only change from the current agreement is the insertion of the sentence “The administrative services provided for by this agreement shall be administered by and provided by United Way of Story County on a contract basis” in Section IV.

It should be noted that ASSET’s previous two long-serving administrative assistants were also City employees who performed their ASSET duties on a part-time or contractual basis. All of these individuals carried out their ASSET duties in conformance with the City’s Personnel Policies and Procedures, which require supervisory approval to ensure that their City responsibilities are not compromised and that a conflict of interest situation is not created.

ALTERNATIVES:

1. Amend the attached ASSET 28E agreement to indicate that United Way of Story County is responsible for providing ASSET Administrative Services.
2. Do not approve the proposed agreement. In this case, the services of a non-City employee will need to be secured.

MANAGER’S RECOMMENDED ACTION:

ASSET’s administrative services are critical to providing effective coordination of human services. The Administrative Team believes that amending the 28E agreement to put this responsibility in the hands of United Way is necessary to allow the administrative services provider seen as most qualified by the Funders to be selected within the constraints of existing law.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an amendment to the ASSET 28E agreement to indicate that United Way of Story County is responsible for providing ASSET Administrative Services.

AMENDED INTERGOVERNMENTAL / AGENCY AGREEMENT
TO FUND ADMINISTRATIVE SERVICES
FOR THE ASSET PROCESS

This agreement is made and entered into by and between Story County, Iowa (hereinafter referred to as County); the City of Ames, Iowa (hereinafter referred to as Ames); United Way of Story County (hereinafter referred to as United Way); Iowa Department of Human Services for Story County (hereinafter referred to as DHS) and the Iowa State University Government of the Student Body (hereinafter referred to as GSB), as indicated by the list and signatures appearing at the end of this agreement. All signing are parties to this agreement (hereinafter referred to as the ASSET Board and/or Joint Funders).

I. AUTHORITY

The parties enter into this Agreement under and by virtue of the powers granted by Chapter 28E, Code of Iowa, 2011.

II. PURPOSE

The purpose of this agreement is to fund a contract for administrative services to support the ASSET Board and its sub-committees to conduct the business of the ASSET Board.

III. ENTITY ESTABLISHED

No entity is established.

IV. ADMINISTRATION

This agreement shall be administered by the contracting party and the signing members of the ASSET Board. The administrative services provided for by this agreement shall be administered by and provided by United Way of Story County on a contract basis.

V. FINANCING

Each ASSET Board signing member shall contribute equally to the contract to fund the yearly expense for administrative services.

VI. INDEMNIFICATION

Each party shall be responsible to the others only for the amount of their agreed to share of the yearly contract for administrative services undertaken pursuant to the provision of this agreement.

VII. DURATION OF THE AGREEMENT

The duration of the agreement shall be perpetual until dissolution pursuant to the separately adopted by-laws of the ASSET Board.

VIII. TERMINATION

Termination of this agreement shall be pursuant to the separately adopted by-laws of the ASSET Board.

IX. EFFECTIVE DATE

This agreement shall be effective upon its execution by the County, Ames, United Way, DHS, and GSB upon filing of a signed copy with the Story County Recorder's Office and with the Iowa Secretary of State.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the days and dates set forth below.

STORY COUNTY, IOWA

Attest:

Chairperson, Story County
Board of Supervisors

Story County Auditor

Date _____

CITY OF AMES, IOWA

Attest:

City Clerk

Mayor

Date: _____

UNITED WAY OF STORY COUNTY

Attest:

Executive Secretary

Director

Date _____

IOWA DEPARTMENT OF HUMAN SERVICES, STORY COUNTY

Attest:

Staff

Director

Date: _____

IOWA STATE UNIVERSITY
GOVERNMENT OF THE STUDENT
BODY

Attest:

Secretary

President

Date: _____