



MEMO

To: Ames Conference Board
From: Brian Phillips, Assistant City Manager
Date: May 11, 2021
Subject: City Assessor Payroll/Other Responsibilities

On February 11, I delivered an email to the Conference Board containing a draft Memorandum of Understanding (MOU) pertaining to the administration of payroll and benefits for the Ames City Assessor's Office. This MOU transferred the responsibilities for these functions to the City of Ames. The MOU also outlined how the City Assessor's Office would access City of Ames resources on the same basis as other City Department (occupancy of space, use of conference rooms, human resources assistance, etc.).

The MOU was adopted with minor amendments by the County Board of Supervisors on March 2 and by the Ames City Council on March 23. These were the only two entities signing the MOU, since the assessor payroll function is outlined in Iowa Code as a county function, and that responsibility was being transitioned to the City.

However, at the March 23 City Council meeting, it was pointed out that the MOU also outlines an expectation for the City Assessor to participate in the Executive Leadership Team of the City and to support the City's organizational values. This provision is not related to benefits administration or the use of City facilities; it relates more to directing the Assessor, which is a function of the Conference Board.

Therefore, the Conference Board is being asked to provide its assent to this MOU (attached). Doing so will confirm that the Conference Board is directing the City Assessor to fulfill the obligations as outlined in the MOU. A copy of the resolution from the Conference Board will be included with the official copy of the MOU for future reference.

Attachment

**Memorandum of Understanding
Between the City of Ames, Iowa and Story County, Iowa
Regarding the Ames City Assessor**

1. **Background:** The Ames Conference Board is responsible for the oversight of the Ames City Assessor and City Assessor's Office. The Ames City Assessor has occupied office space in Ames City Hall and its employees have been provided certain fringe benefits administered by the City. Story County has been the provider of payroll services for employees of the Ames City Assessor's Office.
2. **Purpose:** The purpose of this Memorandum of Understanding (MOU) is to outline the responsibilities and mechanisms for providing certain services to the Ames City Assessor's Office.
3. **Supervision:** It is understood that the City Assessor is appointed by and reports to the Ames Conference Board; employees of the City Assessor are appointed by and report to the City Assessor.
4. **Personnel Policy Administration:** Employees of the City Assessor's Office are subject to the personnel policies adopted by the City Assessor or the Conference Board, as appropriate. The City of Ames Human Resources Department will assist in advising the City Assessor's Office regarding the interpretation and application of its personnel policies. However, the City Assessor's Office is responsible for the implementation of any final personnel decision or action.
5. **Use of City Facilities:** The City Assessor's Office will be provided space in Ames City Hall for its operations. No renovations or remodeling of the office space by the City Assessor's Office may occur without the approval of the City, and costs for such renovations or remodeling shall be charged to the City Assessor's Office. The City Assessor's Office will have access to shared spaces within City Hall, such as conference rooms and employee break rooms, in the same manner as City departments housed in City Hall. The City Assessor's Office will ensure its staff complies with any policies adopted by the City for the management of City facilities, such as health and safety measures, security procedures, room reservation policies, or other policies.
6. **Internal Services Provided:** The following services will be provided and charged to the City Assessor's Office in the same manner as such costs are charged to City departments housed in City Hall:
 - a. Office space occupancy (e.g., utilities, cleaning, routine maintenance, etc.)
 - b. Communications technology and shared software (e.g., telephone, network, email, GIS, Microsoft Office, EnerGov, etc.)
 - c. Messenger services (interoffice mail, postal service, and freight)

- d. Human Resources assistance (employee recruitment, new employee onboarding, employee development center training, health promotion programs, etc.)
 - e. Payroll and employee benefit processing.
7. **Payroll and Employee Benefit Processing:** The City of Ames will provide payroll and employee benefit processing services for employees of the City Assessor's Office. The City Assessor's Office will provide regular timesheets and other compensation information to the City on such forms and in such manner as the City's Finance Director may prescribe. The City will calculate the amount to be disbursed each pay period and provide that amount to the City Assessor's Office to requisition from the assessment funds held by Story County. The City will make fringe benefits available to City Assessor's Office employees, in the same manner as those benefits are available to City employees. Such benefits include:
- a. Medical insurance
 - b. Dental insurance
 - c. Voluntary Vision insurance
 - d. Life and Accidental Death and Disability Insurance
 - e. Voluntary Supplemental Life and AD&D Insurance
 - f. Flexible Spending Accounts
 - g. 457 Deferred Compensation
 - h. Workers Compensation coverage
 - i. Employee Assistance Program.
8. **Employee Values and Cooperation:** In recognition of the mutual benefit of exceptional customer service and an enjoyable and stimulating work environment, the City Assessor will participate on the City's Executive Leadership Team as if a City department head. The City Assessor's Office will adopt, support, and embody the Excellence Through People organizational values.
9. **Effective Date and Duration:** This Memorandum of Understanding is effective January 1, 2022, and will remain in effect in perpetuity unless it is terminated by the parties. Any party that wants to terminate their involvement in this agreement shall provide the other party with at least thirty (30) days' prior written notice. This agreement may be amended by mutual agreement of the parties. An amendment or termination must be made in writing and must be signed by each party's designated representative(s) with authority to enter into this agreement. The parties agree to work in good faith to complete a timely and responsible transition of responsibilities to the arrangements described in this memorandum before the effective date. However, the parties acknowledge that due to the complexities of this transition, some flexibility regarding the implementation timing may be required.
10. **Miscellaneous:** No provision of this agreement shall form the basis of a cause of action at law or equity by any party against any other party, nor shall any provision of this agreement form the basis of a cause of action at law or equity by any third party.

Approved this ____ day of _____ , ____ .

John A. Haila, Mayor
City of Ames, Iowa

Date

Lisa Heddens, Chair
Story County Board of Supervisors

Date