



CITY OF  
Ames™

*Caring People • Quality Programs • Exceptional Service*

# MEMO

**To:** Ames Mayor and City Council

**From:** Steven L. Schainker, City Manager

**Date:** June 13, 2023

**Subject:** Sustainability Advisory Services Contract - FY 2023-24

The contract for shared sustainability services with Iowa State University is being presented for approval for the full 12 months in FY 2023/24 at the annual cost of \$37,032 (25% of salary and benefits). However, as you will recall, funding has been appropriated for a new, fulltime Sustainability Coordinator. **Therefore, it is our intent to exercise the termination clause in the contract (Article V) by giving a 90 day notice sometime during the fiscal year so that the contract will terminate by the time the new city position is filled.**

Even though our formal relationship with ISU will end, it is our hope that our new Sustainability Coordinator will continue to collaborate with the ISU Director of Sustainability given that our Climate Action Plan (CAP) is community-based and ISU remains a partner in carbon reduction.

The scope of services for next year's contract has been modified to reflect the areas that will require the most attention as staff works toward CAP implementation, program development, and behavior change. Education and outreach with residents and students will continue to be a priority as Ames moves toward a carbon-neutral future.

**CONTRACT  
FOR  
SUSTAINABILITY ADVISORY SERVICES**

This Agreement, made and entered into the 1st day of July 2023, by and between the CITY OF AMES, IOWA, hereafter called the “City” and IOWA STATE UNIVERSITY, hereafter called “ISU.”

**WITNESSTH THAT:**

**WHEREAS**, the City and ISU had previously entered into a Contract for Sustainability Advisory Services dated July 1, 2010, which was, by mutual consent, extended to December 31, 2011, and to June 12, 2012, and to June 30, 2013, and to June 30, 2014; and to June 30, 2015, and to June 30, 2016, and to June 30, 2017, and to June 30, 2018, and to June 30, 2019, and to June 30, 2020, and to June 30, 2021, and to June 30, 2022, and to June 30, 2023,

**WHEREAS**, the City and ISU remain committed to the concept of sustainability and are desirous of reducing carbon emissions; and

**WHEREAS**, ISU currently employs a Director of Sustainability to coordinate their sustainability efforts; and

**WHEREAS**, the sharing of the services of ISU’s Director of Sustainability is a more efficient method for both the City and ISU to provide this service.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I  
PURPOSE**

The purpose of this agreement is to secure for the City and its citizens leadership, coordination, and support services for sustainability efforts directed at carbon emission reduction and promoting sustainable community practices.

**II  
SCOPE OF SERVICES**

**ISU, through its Director of Sustainability, shall assist City staff in the implementation of conservation efforts and other sustainable practices by planning, implementing, and carrying out the following programs or initiatives:**

1. Continue to assist with public education, outreach, speaking engagements, research on potential funding sources, and implementation of a City Council-approved Climate Action Plan.

2. Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities.
3. Continue to coordinate Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.
4. Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.

### **III METHOD OF PAYMENT**

Although this is a lump sum contract for consulting services, ISU anticipates devoting a maximum of 480 hours (25%) of the Director of Sustainability's time to complete the tasks identified in the Section II. Furthermore, ISU shall not charge for the use of ISU office space or office equipment (such as computing and communications) used on a day-to-day basis by the Director of Sustainability for conducting the work.

The City will disburse payments to ISU each month in the amount of \$3,086. The maximum total amount payable by the City under this agreement is \$37,032 for work detailed in the SCOPE OF SERVICES (Section II of this Contract) and no greater amount shall be paid.

### **IV SUPERVISION OF CONTRACTED SERVICES**

The work of ISU's Director of Sustainability under this agreement shall be supervised and directed by the Ames City Manager or his designee. Each month, the Director of Sustainability shall provide a report to the City Manager or the City Manager's designee highlighting the progress being made to accomplish the tasks required in Section II. Also, biannual progress reports will be provided to Council will be provided in December and June of each contract year. Clerical assistance needed to perform the work identified in the SCOPE OF SERVICES (Section II) will be provided by the City Manager's Office.

### **V DURATION AND EARLY TERMINATION**

This agreement shall be in full force and effect from and after July 1, 2023, until June 30, 2024. This agreement may be terminated without cause by either party upon the giving of notice 90 days advance written notice. On or before April 1, 2024, the parties will discuss renewal of this agreement.

**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 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 A. Haila, Mayor

\_\_\_\_\_  
Renee Hall, City Clerk

**IOWA STATE UNIVERSITY**

BY \_\_\_\_\_  
Shawn Norman, Senior Vice President for Operations and Finance