

COUNCIL ACTION FORM

SUBJECT: **CONTRACT WITH ISU TO SHARE A PORTION OF THE TIME
FOR THE DIRECTOR OF SUSTAINABILITY PROGRAMS**

BACKGROUND:

Since the time the City Council authorized the signing of the Mayor's Climate Protection Agreement, City staff has been working very hard to develop and implement strategies that will reduce carbon emissions associated our operations, City buildings, and the City fleet. However, over time it became apparent that there was no coordinated effort being conducted in the community to focus on carbon emission reductions.

In order to resolve this situation, the City Council included the following direction in their current list of goals:

- I. **GO GREEN TO PROMOTE ENVIRONMENTAL SUSTAINABILITY**
 - A. **Promote and educate Ames residents about community-wide sustainability**

Status:

 1. *The Mayor will explore the possibility of sharing the **ISU Sustainability Coordinator** position.*
 2. *If the services of the ISU Sustainability Coordinator can be secured, assign this person, along with a citizen task force, to develop a community-wide **Sustainability Plan**.*
 3. *Provide a report to Council outlining what the City and other groups are doing to **educate the community** on sustainability efforts.*
 4. *Explore with other groups what they are willing to do to **partner in extension/outreach** (promotion/education) related to community-wide sustainability.*
 5. *Continue **city government efforts**, with City staff reporting quarterly to Council (focusing on, at least, one topic each quarter) on what we are doing in our City operations.*

It is the City Council's belief that, rather than Iowa State University and the City each hiring its own sustainability expert, a sharing of this resource will save both organizations money.

As a result of this direction, the Mayor approached ISU President Greg Geoffroy with the concept of entering into a cost-sharing arrangement. President Geoffroy was very enthusiastic about adding this partnership to the long list of cooperative ventures between ISU and the City of Ames. Details of the arrangement were then

worked out through discussions with Tahira Hira, Executive Assistant to the President, Merry Rankin, ISU's Director of Sustainability, and Paul Tanaka, University Counsel.

A review of the attached agreement reveals the following:

- What is contemplated is a purchase of service contract for \$25,000. For this annual lump sum, ISU's Director of Sustainability Programs will lead a task force appointed by the City Council to develop a plan by the end of the fiscal year to reduce carbon emissions in various sectors within our community. The University will be paid \$2,083 each month for twelve months.
- Neither the Director of Sustainability nor the proposed task force will be asked to deal with the internal operations of the City. It is believed there will be enough to do to work with the various sectors in our community.
- During this first year, the Director of Sustainability and the task force will be asked to focus solely on a plan that reduces carbon emissions. Advocates will point out that the concept of sustainability extends to broader environmental issues as well as to socio-economic issues. In talking to Merry Rankin, she felt it would be better to narrow her initial task so that it is the most quantifiable and accomplishable within a year.
- The Director of Sustainability will also be responsible for presenting the information requested in the Council's goal I A 3&4 as reflected above.
- The contract anticipates there will be discussions to continue this arrangement upon the conclusion of the 2010-11 fiscal year. If this first year proves successful, the scope of services can be expanded into other areas deemed important to the Council.
- The Director of Sustainability will report directly to the City Manager and will provide monthly progress reports to verify that the City is receiving on-going benefit from this arrangement. While she will retain her office at ISU, the City Manager's support staff will provide clerical assistance to assist in accomplishing her tasks for the City.
- Ms. Rankin was concerned that there are many groups focusing on sustainability in the community and that she might be expected to attend all of their meetings in her new capacity. The agreement is written so that the Director of Sustainability is only expected to attend the task force meetings and those other meetings that she determines are necessary to complete the tasks identified in the scope of services.

ALTERNATIVES:

1. The City Council can approve the attached purchase of service agreement with ISU. Under this agreement, ISU's Director of Sustainability Programs will lead a task

force appointed by the Council (see attached) to develop a plan to reduce carbon emissions in various sectors within our community by the end of the 2010-11 fiscal year.

2. The City Council can decide to not approve the proposed agreement with ISU in its current form, but ask that it be renegotiated so that it reflects payments based on actual hours spent on the tasks reflected in the scope of services.
3. The City Council can decide to not approve the proposed agreement with ISU, and ask that the City Manager assign existing personnel to staff a task force to develop a plan to reduce carbon emissions in various sectors within our community by the end of the fiscal year.
4. The City Council can decide to not approve the proposed agreement with ISU, and add an additional position in the City Manager's Office to serve as the Sustainability Coordinator for the City. The person in this new position would then work with a taskforce to develop a plan to reduce carbon emissions in various sectors within our community by the end of the fiscal year.

MANAGER'S RECOMMENDED ACTION:

The sharing of ISU's Director of Sustainability Programs would be another example of the numerous cooperative ventures that exist between Iowa State University and the City of Ames that have resulted in cost savings to both organizations and assured quality service to our citizens. This first year should be viewed as an experiment to allow both parties time to determine if there is comfort in extending the arrangement into the future and modifying the scope of services.

Since this time-sharing arrangement allows the City to take advantage of an expert in the sustainability field in a cost effective manner, it is the recommendation of the City Manager that the City Council adopt Alternative #1 and approve the attached agreement with ISU for a lump-sum consulting services contract.

While this type of arrangement was discussed during budget hearings, no funds were appropriated for this joint venture because of its uncertainty. In order to move expeditiously to accomplish the Council goal, it is the recommendation of the City Manager that this agreement be financed equally from monies in the available balances of the Water, Sewer, Electric, and Resource Recovery Funds (\$6,250 per fund).

**CONTRACT
FOR
SUSTAINABILITY ADVISORY SERVICES**

This Agreement, made and entered into the 1st day of July 2010, 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 are both committed to the concept of sustainability and are desirous of reducing carbon emissions; and

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

WHEREAS, the City has initiated a comprehensive program to reduce the carbon emissions for the internal operations, but has no such program for the community at large; and

WHEREAS, the sharing of the services of ISU's Director of Sustainability Programs would be a more efficient method for both the City and ISU to provide this service:

NOW, THEREFORE, the parties hereto, pursuant to and in accordance with the authority vested in them, have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this agreement is to secure for the City and its citizens leadership, coordination, and support services to the various sectors in the community (non-city governmental operations) for sustainability efforts directed at carbon emission reduction.

**II
SCOPE OF SERVICES**

ISU through its Director of Sustainability Programs shall provide the following services:

- Provide staff leadership, coordination, facilitation, and support to a Community Sustainability Task Force that will be appointed by the Mayor of the City to create an Ames Community Sustainability Plan, for consideration by the Ames City Council, to reduce the community's collective carbon footprint. The Plan shall include goals, objectives, and tasks for each of the sectors represented on the Task Force, as relevant, applicable, and complementary to the City's internal government operations. The Director of Sustainability Programs shall be

responsible for preparing the Ames Community Sustainability Plan that will be recommended to the City Council.

This assignment will require facilitation and attendance at the meetings of the Task Force as well as other meetings that the Director of Sustainability determines are necessary to complete the tasks identified in the SCOPE OF SERVICES. All meetings of the Task Force shall be conducted by the Director of Sustainability Programs in compliance with the Iowa Open Meetings Law.

The Plan shall not include recommendations for internal City government operations, since this responsibility is being handled by a separate City employee committee.

- Provide a report to the Ames City Council outlining what other groups in the community are doing to offer education about sustainability issues.
- Provide a report to the Ames City Council about which other groups would be willing to partner with the City to offer education and promotion related to community-wide sustainability.

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.

III METHOD OF PAYMENT

The City will disburse payments to ISU each month in the amount of \$2,083.33. The maximum total amount payable by the City under this agreement is \$25,000 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 Programs under this agreement shall be supervised and directed by the Ames City Manager. Each month, the Director of Sustainability shall provide a written report to the City Manager highlighting the progress being made to accomplish the tasks required in Section II. While the Director of Sustainability Programs will be responsible to take the minutes of the Taskforce meetings, clerical assistance to type the minutes, schedule meetings, prepare and send out meeting packets, type other documents, or reproduce documents required 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, 2010, until June 30, 2011. 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, 2011, 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 _____
Ann H. Campbell, Mayor

Diane Voss, City Clerk

IOWA STATE UNIVERSITY

BY _____
Gregory L. Geoffroy, President
Iowa State University

*DRAFT***AMES COMMUNITY SUSTAINABILITY TASK FORCE CHARGE**

While the concept of Sustainability includes a broader vision for environmental, economic, and social issues, the initial charge for the Task Force is to assist the Ames City Council in achieving carbon emissions reduction as committed to at the time of the endorsement of the U.S. Mayors Climate Protection Agreement.

Since this endorsement, a staff committee has been working to meet the Council's internal goal to reduce carbon emissions for our City operations by 15% by the end of 2014. However, as of this date, there has been no formal effort on the part of the City to motivate the actions of the other sectors in our community towards carbon emission reductions.

In order to achieve carbon reductions throughout the community, the Task Force is being asked to focus externally (non-City operations) on the various sectors represented on the Task Force to:

- Prepare a greenhouse gas inventory and emissions forecast for each community sector;
- Recommend emission reduction targets;
- Create a plan to educate the Ames community as to the importance of carbon emission reduction and offer steps the community can take to reduce those emissions;
- Identify any impediments to the carbon emission targets that exist in City ordinances; and
- Prepare for the City Council's consideration a Carbon Emissions Reduction Plan for the various sectors within the community to accomplish the emission reduction targets;

The Plan should include measures to encourage local businesses (retail, office, industrial, Chamber of Commerce, building trades), school districts, non-profit organizations (religious, social services, service clubs), homeowners, and individuals to apply technologies, services, and practices to promote renewable energy, energy efficiency, and operational efficiency.