



Memo

City Manager's Office

TO: Mayor and Ames City Council Members

FROM: Steven L. Schainker, City Manager

DATE: June 22, 2012

SUBJECT: Sustainability Advisory Services Contract with ISU

On July 1, 2010, the City entered into a contract with Iowa State University to utilize the services of its full-time Director of Sustainability; that Contract was then extended to December 31, 2011. On January 1, 2012, the City Council approved an Amendment to the Contract that changed the Scope of Services to focus only on the reduction of electric consumption. The expectation was that the primary focus would be to provide City staff assistance to the three committees in implementing the Task Force's recommendations.

In keeping with the Council's direction, staff is recommending that the Sustainability Advisory Services Contract with ISU be approved with the Scope of Services remaining as contained in the First Amendment to the Contract. The 2012/13 approved budget included \$25,000 to be paid over a period of 12 months to Iowa State University for the services of its Sustainability Coordinator.

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**CONTRACT
FOR
SUSTAINABILITY ADVISORY SERVICES**

This Agreement, made and entered into the 1st day of July 2012, 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 again to June 12, 2012; and,

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 Programs to coordinate their sustainability efforts; and

WHEREAS, the sharing of the services of ISU's Director of Sustainability Programs is 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 provisions of Chapter 28E Code of Iowa for joint exercise of governmental powers, 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.

**II
SCOPE OF SERVICES**

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

Assist City Electric Services staff in the implementation of the Sustainability Task Force's recommendations related to electric consumption reduction.

**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 \$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 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, 2012, until June 30, 2013. 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, 2013, 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 _____
Steven Leath, President
Iowa State University