



MEMO

To: Mayor and City Council Members

From: Steven L. Schainker, City Manager

Date: August 21, 2020

Subject: Renewal of AEDC Contract

At the June 9, 2020 meeting, the City Council reviewed a proposed renewal contract with the Ames Economic Development Commission. In keeping with past years, \$150,000 has been earmarked to the AEDC to perform certain economic development activities in lieu of the City hiring permanent staff to accomplish these tasks. After reviewing the proposed contract, the City Council asked the City Manager to craft new language that more accurately represents how the contract is being operationalized. In addition, the City Council requested that a new task be specified in the contract that requires the AEDC to encourage and support minority-owned businesses in the community.

As requested, I have discussed the agreement with the President of the AEDC and we have agreed to the proposed changes. **Therefore, I am attaching for your approval the recommended contract with the AEDC for FY 2020/21.** While most of the language remains the same as in previous years, I would ask that you pay particular attention to Article II B., paragraphs 2,3,14, and 15 where changes have been made.

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2020, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "City") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called the AEDC);

WITNESSETH THAT:

WHEREAS, the City of Ames desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional City funds to accomplish these services;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I

PURPOSE

The purpose of this Agreement is to procure for the City and its citizens certain economic development-related services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II

SCOPE OF SERVICES

A. In consideration for the payment of \$90,000 in accordance with Section III, the AEDC shall provide the following economic development-related services to the City of Ames and its citizens during the term of this agreement:

1. The AEDC will serve as the lead contact for business representatives hoping to locate in Ames or to expand in our community. In this capacity the President of the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and show available industrial and commercial sites to prospects.
2. The AEDC will visit annually with all major companies to identify challenges and opportunities facing Ames businesses.
3. The AEDC will serve as the primary marketing entity for business recruitment to highlight Ames.
4. The AEDC will deploy an aggressive marketing campaign that will focus on targeted industries such as ag-biotechnology and advanced manufacturing businesses that do not overtax our infrastructure.
5. The AEDC will invest in significantly revising its marketing materials including website, brochures, and proposal packets to better reflect the image of Ames as a great place to do business.

B. In consideration for the payment of \$60,000 in accordance with Section III, the AEDC shall provide the following economic development liaison services related to the City of Ames and its citizens during the term of this agreement by maintaining a jointly funded Business Development & Marketing position to carry out the following duties and tasks:

1. Focus on the development of “small” or new businesses start-ups in the retail, commercial, and industrial sectors by: a) assisting with the recruitment and/or expansion of these types of businesses in the community; b) assisting entrepreneurs as they navigate through the various City, State, and Federal approval processes; and c) assisting entrepreneurs in obtaining the services available through the Small Business Development Center.
2. Serve as the Economic Development Liaison for the City of Ames by providing assistance and guidance regarding project requirements to developers and clients as they move through the City’s approval process. The position will ensure all required steps are completed, advocate for the City’s processes, and educate clients as to the rationale behind the City requirements. The Liaison will have regular communication with the City Manager regarding project progress.
3. Create and implement strategies to recruit, expand, and assist Minority-Owned businesses in the community. Maintain accurate data on the Minority-Owned businesses and provide support to those interested in starting a business by connecting them to various local, state, and federal agencies.
4. Provide input on communication pieces that will highlight the efforts of the AEDC and the City of Ames related to the positive developments in the community where the City and/or the AEDC have played an integral role.
5. Implement an aggressive marketing plan focused on targeted industries that dovetail with the competencies of Iowa State University related to food and nutrition technology, plant biotechnology, information technology, and animal science. These efforts should not be limited to the aforementioned, as the AEDC service territory includes site options for advanced manufacturing and distribution facilities.
6. Maintain frequent communication with stakeholders such as the Iowa Department of Economic Development, Alliant Energy, Iowa State University, and partners of the Ames-Des Moines Corridor.
7. Maintain a current list of active projects via the AEDC’s internal project tracking system and keep the City Manager apprised of these active projects.
8. Maintain a current list of consultants and site selectors, for periodic mailings and contacts in various markets so that the AEDC has a fresh list to choose from when visiting various locations around the U.S.
9. Review and analyze potential recipients of assistance from various economic development incentive offering entities.
10. Assist other AEDC/Ames Chamber of Commerce staff in responding to inquiries and working with economic development prospects, consultants, and supplier contacts, as needed.
11. Provide input into the overall plan of the AEDC and assist in its implementation where appropriate.
12. Provide an Ames customized Business Retention & Expansion (BRE) report to the City Manager on an annual basis both electronically and in paper form which highlights the overall health of various employers.
13. Provide a customized digital “Quarterly Economic Report” on Ames to the City Manager that highlights key economic indicators.
14. Prepare reports and perform analyses regarding economic development issues as requested by the City Manager.
15. The position will be supervised by the President and CEO of the Ames Economic Development Commission with performance feedback provided by the Ames City Manager.

III

METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to Section II.A of this Agreement shall be reimbursement for actual costs incurred by AEDC in providing services required by Section II.A above. Payments made by the City of Ames pursuant to Section II.B of this Agreement shall be made in advance of services provide per terms in section III B of this Agreement.

B. The City will disburse payments twice annually on requisitions of the AEDC in January and July of each year. Requisitions for services pursuant to Section II.A will be on a reimbursement basis and reflect cost for delivery of services for the prior six months. Requisitions for services pursuant to Section II.B will be one-half (\$30,000) of the City's annual contribution for the jointly funded position and paid in advance. If the jointly held position is vacant for more than 30 days, AEDC will provide the City with a pro-rata refund for the payment made in advance.

Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include, but not be limited to, an itemization of the nature and amount of costs for which reimbursement is requested, and must be filled out completely.

C. The maximum total amount payable by the City of Ames under this agreement is \$150,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

IV

FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.

B. Monies disbursed to AEDC by the City will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

C. All costs for which reimbursement is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

D. All records shall be maintained in accordance with procedures and requirements as established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and AEDC will permit the City to audit, examine, and make excerpts or transcripts from such records.

V

REPRESENTATION ON THE BOARD OF DIRECTORS

It is agreed that the City of Ames will be guaranteed three representatives on the AEDC Board of Directors (two City Council members appointed by the Mayor, and the City Manager). Furthermore, the City Manager will be guaranteed membership on the Executive Committee of the Board of Directors.

VI

SUMMARY REPORT

The AEDC further agrees to provide the City of Ames a written report no later than June 15, 2021, summarizing the accomplishments of the activities promised in Section II.

VII

DURATION

This Agreement shall be in full force and effect from and after July 1, 2020, until June 30, 2021.

VIII

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 the 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

Diane Voss, City Clerk

AMES ECONOMIC DEVELOPMENT COMMISSION

BY _____

Daniel A. Culhane, President/CEO