



## WEST DES MOINES WATER WORK BOARD OF TRUSTEES MEETING COMMUNICATION

**DATE:** January 22, 2018

**ITEM:**

6. Recommendations from Committee
  - a. Personnel and Compensation
    1. Motion
      - Approving Contract with Iowa Association of Municipal Utilities (IAMU) for Financial Consulting Services

**FINANCIAL IMPACT:**

Hourly rate of \$96.51 for consulting services. Total cost will be based on number of hours required for consulting services.

**SUMMARY:**

Approval of a contract with IAMU will allow part-time, as-needed financial consulting services to assist with the upcoming regionalization economic evaluation. Paula Meyer, former Finance Manager and Treasurer, would be assigned by IAMU upon request. This contract has been reviewed by Amy Beattie of Brick Gentry, P.C.

**BACKGROUND:**

A contract with FCS Group is being developed to undertake an in-depth study of the economic impact of water production regionalization to individual communities. This second phase of evaluation will have unique challenges as WDMWW has numerous production assets and purchased capacity involved. Paula's long-term institutional knowledge will be a useful resource to Becky Scott as they develop data on production costs, assets and operations and verify results produced by FCS Group.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

To concur with the recommendation of the Personnel and Compensation Committee and approve the contract with Iowa Association of Municipal Utilities for Financial Consulting Services.

Prepared by: \_\_\_\_\_

Approved for Content by: \_\_\_\_\_



## SERVICE AGREEMENT

This Agreement between the Iowa Association of Municipal Utilities (IAMU) and West Des Moines Water Works (WDWW) (hereafter *Utility*) describes services requested by the Utility from IAMU and the terms and conditions of their provision. The Agreement may be amended at any time by the mutual agreement of the Parties.

<b>Section 1.</b> Description of Services to be provided by IAMU		Due to the retirement of the Finance Manager the "Utility" requests that IAMU provide accounting and management support services from January 1, 2018 through June 30, 2018. IAMU will provide qualified personnel from its staff, which includes a pool of retired utility employees (Employee). Duties include directing other Utility employees, administering the Utility's work plan, budget and audit, and providing advice and timely reports to the Board of Directors on the activities and financial condition of the Utility. The individual(s) assigned to perform the services shall be available as needed during the term of the agreement.
<b>Section 2.</b> Term		♦ The contract will begin January 1, 2018 and end June 30, 2018.
<b>Section 3.</b> Deliverables	Written Report:	♦ Not applicable
	Presentations:	♦ Not applicable
	Other:	♦ Not applicable
<b>Section 4.</b> Compensation (check those that apply)		The Utility agrees to reimburse IAMU for performance of this agreement on the following basis: ♦ Hourly @ \$96.51 per hr.  The hourly rate is based on the assumption that IAMU is able to assign a qualified person acceptable to the Utility Board of Directors at an hourly rate of \$96.51. The rate includes compensation for vacation and holidays, so there is no paid time off. IAMU will bill the Utility every two weeks on the basis of the employee's actual hours worked during each pay period.  ♦ Other or alternate compensation (Describe): If the Employee assigned by IAMU to provide services under this agreement is required to be paid an hourly rate other than \$96.51 or if the services requested by the utility are performed by more than one IAMU employee, the terms and conditions for compensation of additional or alternate employees shall be identified in an attached agreement approved by the Parties.
<b>Section 5.</b> Expenses	Travel to and from work	♦ An IAMU employee living within 25 miles of the worksite shall use his/her privately-owned vehicle at his/her own expense to commute to and from work. In the event that IAMU assigns a staff person acceptable to the Utility, but living more than 25 miles from the worksite, travel time would be addressed in an addendum or by replacing this contract.
	Work-related travel and expenses	♦ Expenses deemed to be reasonable and necessary for performance of the service and purchased at the employee's expense for use by the Utility, at an amount not to exceed \$50 for each separate purpose (e.g., supplies, parts & materials) and for which the normal requisition process could not reasonably be used). All other purchases will be made through the utility's normal requisition process.

		◆ Reimbursement for work-related travel expenses of the Employee shall be made directly by the Utility following the Utility's normal practice.
	Administrative expenses	◆ There is no additional administrative or overhead expenses. The \$96.51 is an all-inclusive price.
	Other	◆ None.
	Note	<i>Under no circumstances shall per diem or mileage reimbursement rates exceed the maximum non-taxable rates authorized by the IRS. For per diem guidelines, see IRS Publication 1542. For mileage, check current IRS announcement.</i>
<b>Section 6.</b> Billing & Payments		◆ IAMU will bill the Utility bi-weekly based on the number of hours paid to the employee in each pay period based upon IAMU's pay cycle. All invoices shall be due within 10 days of receipt.
<b>Section 7.</b> Utility to provide		◆ Access to Utility staff, records, and facilities necessary to provide services ◆ Workspace, access to computer, internet, copy machines, and printers, as needed ◆ Other (describe, e.g., vehicle for on-job use, cell phone): A Utility vehicle shall be provided by the Utility for on-the-job use, including travel to and from any meetings normally attended by the Utility manager.
<b>Section 8.</b> Termination and assignment		◆ The Agreement may be terminated without cause by either party with 40 days written notice delivered by first class mail, UPS, Fed Ex, by fax to IAMU (515-289-2499), or email to <a href="mailto:tdejoode@iamu.org">tdejoode@iamu.org</a> . Utility shall be obligated to pay all costs incurred up to the time of termination, including labor and overheads, administrative and other expenses provided for herein. ◆ Other provisions of termination (describe): IAMU reserves the right to assign this agreement to a successor entity formed for the purpose of administering this and similar agreements.
<b>Section 9.</b> Other terms and Conditions (if any)		◆ None.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017  
For the Iowa Association of Municipal Utilities

\_\_\_\_\_  
Troy M. DeJoode

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017  
For the West Des Moines Water Works

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Authorized Official