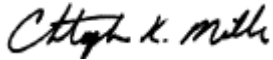



REQUEST FOR COUNCIL ACTION

Date: 07/16/12
Item No.: 12.c

Department Approval



City Manager Approval



Item Description: Consider Approving a Joint Powers Agreement with the City of St. Francis

BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) for the joint exercise of powers that are common to each. Over the past several months, the City of St. Francis and the City of Roseville have held on-going discussions in regards to the sharing of information technology support services.

The City of Roseville currently employs nine full-time employees and one part-time employee to administer the information systems for the City of Roseville and twenty five (25) other municipal and governmental agencies. The proposed JPA with the City of St. Francis is similar to the other Agreements in both structure and substance.

The attached JPA has been approved by the City of St. Francis and is awaiting approval from the Roseville City Council.

POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices as well as the goals and strategies outlined in the Imagine Roseville 2025 process.

FINANCIAL IMPACTS

The proposed JPA provides non-tax revenues to support City operations. The hourly rates charged to other cities or entities are more than the cost of a City employee; yet substantially lower than could be obtained from private companies – hence the value to other cities is greater.

There is no budget impact. The presence of the JPA along with existing revenue sources is sufficient to fund the City’s added personnel and related information systems costs related to the contracted services.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached JPA.

27 **REQUESTED COUNCIL ACTION**

28 Approve the attached JPA with the City of St. Francis for the purposes of providing information technology
29 support services.

30

Prepared by: Chris Miller, Finance Director

Attachments: A: JPA with the City of St. Francis

31

**JOINT POWERS AGREEMENT
FOR THE CITY OF ROSEVILLE EXTENSION OF MIS SERVICES AND
SUPPORT TO CITY OF SAINT FRANCIS**

THIS AGREEMENT, entered into by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (“Roseville”), and **CITY OF SAINT FRANCIS** a Minnesota municipal corporation (“Saint Francis”), is effective upon the execution of this Agreement by the named officers of both entities.

RECITALS

WHEREAS, Roseville has an established Information Technology Department and technical employees that are able to provide the services requested by Saint Francis, and;

WHEREAS, Roseville has an existing Microsoft Windows Active Directory networking domain including Microsoft Exchange messaging systems;

WHEREAS, Saint Francis is in need of information technology and network related services and support, and;

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each.

NOW, THEREFORE, it is mutually stipulated and agreed to as follows:

1. SERVICES.

A. Roseville shall provide qualified management information systems employees of Roseville (“Employees”) to perform computer, network and related technical services required by Saint Francis. These services include the following:

- User access to Active Directory services, including MS Exchange Messaging and SharePoint Services, subject to global security policies and procedures.
- Technical support for issues not resolvable in-house.

- Necessary network licenses to access Active Directory services and Exchange messaging application.
- Desktop Antivirus Management, Licensing, and Support

Support of systems to be provided by Roseville is generally within normal working hours of 8:00 a.m. until 4:30 p.m. Monday through Friday. However considerations will be made for emergency situations and system upgrades which would require off hours support.

B. Roseville shall be solely responsible for compensating the assigned Employee(s) engaged in providing computer and technical services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of Roseville. In addition, Roseville shall be solely responsible for worker's compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLSA, and FMLA. Roseville shall retain the authority to control the employees, including the right to hire, fire and discipline them.

C. Saint Francis will provide the necessary office, equipment, and supplies for the assigned Employee(s) to provide the services required hereunder and will bear all costs attendant thereto. Saint Francis is responsible for any additional licensing, software, and hardware necessary to operate and access network servers and other related equipment owned by Saint Francis.

D. The City Administrator, or his designee, of Saint Francis shall communicate scheduling of work to be performed by the assigned Employee(s).

2. PAYMENT. Saint Francis will compensate Roseville for services rendered under this agreement in the annual amount of FORTY THOUSAND ONE HUNDRED SEVENTEEN and No/100 Dollars (\$40,117.00) for services rendered based on the adopted

2013-2014 Cost Distribution Table. Annual adjustments will be presented to Saint Francis as part of an established budget review process. All proposed increases are to be presented to Saint Francis no later than June 1st of each year. Saint Francis shall make monthly payments, upon presentation by Roseville of a monthly billing equal to one-twelfth (1/12th) of the annual amount herein stated.

3. INDEMNIFICATION. Roseville agrees to assume sole liability for any negligent or intentional acts of the assigned Employee(s) while performing the assigned duties within the jurisdiction of either city. Each city agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees resulting from or related to the actions of each city, its officers, agents or employees in the execution of the duties outlined in this Agreement, except as qualified by the previous sentence.

4. TERMINATION, SEPARABILITY.

A. This Agreement may be terminated by either party upon ninety (90) days' notice provided to the respective City Manager of Roseville or City Administrator of Saint Francis.

B. Upon termination no further amounts shall be due and payable by Saint Francis to Roseville under Section 2 of this agreement and any and all records or property of the respective cities will be returned to the appropriate city within 90 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

E. This agreement may not be assigned by any party without the prior consent of the other party.

IN WITNESS WHEREOF, the City of Roseville and City of Saint Francis have caused this Agreement to be duly executed effective on the day and year last entered below.

Dated: _____

CITY OF ROSEVILLE

By: _____
Dan Roe
Its Mayor

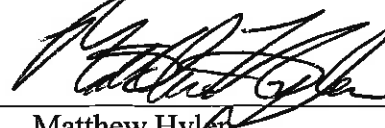
By: _____
William J. Malinen
Its City Manager

Dated: _____

CITY OF SAINT FRANCIS

By: _____

Jerry Tveit
Its Mayor

By: _____

Matthew Hyle
Its City Administrator