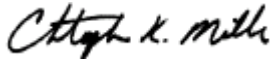



ROSEVILLE
REQUEST FOR COUNCIL ACTION

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

Department Approval



City Manager Approval



Item Description: Consider Approving a Joint Powers Agreement with the City of Anoka

1 **BACKGROUND**

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

6
7 The City of Roseville currently employs nine full-time employees and one part-time employee to
8 administer the information systems for the City of Roseville and twenty five (25) other municipal and
9 governmental agencies. The proposed JPA with the City of Anoka is similar to the other Agreements in
10 both structure and substance.

11
12 The attached JPA has been approved by the City of Anoka and is awaiting approval from the Roseville City
13 Council.

14 **POLICY OBJECTIVE**

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

17 **FINANCIAL IMPACTS**

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

21
22 There is no budget impact. The presence of the JPA along with existing revenue sources is sufficient to
23 fund the City’s added personnel and related information systems costs related to the contracted services.

24 **STAFF RECOMMENDATION**

25 Staff recommends the Council approve the attached JPA.
26

27 **REQUESTED COUNCIL ACTION**

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

30

Prepared by: Chris Miller, Finance Director

Attachments: A: JPA with the City of Anoka

31

**JOINT POWERS AGREEMENT
FOR THE CITY OF ROSEVILLE EXTENSION OF INFORMATION
TECHNOLOGY SERVICES AND SUPPORT TO CITY OF ANOKA**

THIS AGREEMENT, entered into by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (“Roseville”), and **CITY OF ANOKA** a Minnesota municipal corporation (“Anoka”), 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 Anoka, and;

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

WHEREAS, Anoka 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 Anoka. 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 city-owned network and computing equipment.
- Necessary network licenses to access Active Directory services and Exchange messaging application.
- Desktop Antivirus Management, Licensing, and Support
- Primary Internet Access (Does not include any remote VPN over Internet sites)

Support of systems to be provided by Roseville is generally within normal working hours of 7:00 a.m. until 6:00 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. Anoka 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. Anoka is responsible for any additional licensing, software, and hardware necessary to operate and access network servers and other related equipment owned by Anoka.

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

2. PAYMENT. Anoka will compensate Roseville for services rendered under this

agreement in the annual amount of ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED EIGHTY EIGHT and No/100 Dollars (\$116,788.00) for services rendered based on the adopted 2013-2014 Cost Distribution Table. Annual adjustments for increases in labor costs, licensing fees, shared equipment, Internet and changes in supported units will be presented to Anoka as part of an established budget review process. All proposed increases are to be presented to Anoka no later than June 1st of each year. Anoka 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 Anoka.

B. Upon termination no further amounts shall be due and payable by Anoka 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 Anoka have caused this Agreement to be duly executed effective on the day and year last entered below.

Dated: _____


CITY OF ROSEVILLE

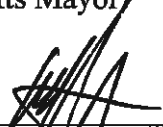
By: _____
Dan Roe
Its Mayor

By: _____
William J. Malinen
Its City Manager

Dated: 7/9/2012

CITY OF ANOKA

By: _____

Phil Rice
Its Mayor

By: _____

Tim Cruikshank
Its City Administrator