


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 4/20/09
Item No.: 12.e

Department Approval

City Manager Approval



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

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 Cities of Vadnais Heights and Roseville have held on-going discussions in regards to the sharing of information technology support services.

The City of Roseville currently employs six full-time employees and one part-time employee to administer the information systems for the City of Roseville and twenty (20) other municipal and governmental agencies. The proposed JPA with the City of Vadnais Heights is similar to the other Agreements in both structure and substance.

In an effort to ensure adequate information technology support, the City of Vadnais Heights wishes to engage the City of Roseville in a joint powers agreement. Staff believes that the City of Roseville can provide the technical support desired by the City of Vadnais Heights but cannot do so without hiring additional staff. City Staff recommends the creation of a Network Server Specialist position to oversee the Exchange messaging (Email) system and to provide support of other network server systems required by City Departments both in Roseville and in other agencies. This position is addressed further under a separate council action item.

The attached JPA has been approved by the City of Vadnais Heights 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 are approximately twice the total cost of the 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.

32 **STAFF RECOMMENDATION**

33 Staff recommends the Council approve the attached JPA.

34 **REQUESTED COUNCIL ACTION**

35 Approve the attached JPA with the City of Vadnais Heights for the purposes of providing information
36 technology support.

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Prepared by: Chris Miller, Finance Director

Attachments: A: JPA with the City of Vadnais Heights

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**JOINT POWERS AGREEMENT
FOR THE CITY OF ROSEVILLE EXTENSION OF MIS SERVICES AND
SUPPORT TO CITY OF VADNAIS HEIGHTS**

THIS AGREEMENT, entered into by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (“Roseville”), and **the CITY OF VADNAIS HEIGHTS** a Minnesota municipal corporation (“Vadnais Heights”), is effective upon the execution of this Agreement by the named officers of both cities.

RECITALS

WHEREAS, Roseville has an established Information Technology Department and technical employees that are capable of providing services desired by Vadnais Heights, and

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

WHEREAS, Vadnais Heights desires 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, who shall be employees of the City of Roseville (“Employees”), to perform computer, network and related technical services desired by Vadnais Heights. These services include, but may not be limited to, the following:

- User access to Active Directory services, including MS Exchange messaging software,

subject to global security policies and procedures.

- Desktop technical support for issues not resolvable in-house.
- Necessary network licenses to access Active Directory services, Exchange messaging and spam filtering services.
- 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 Roseville 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. Vadnais Heights will provide the necessary office, equipment, and supplies for the assigned Roseville Employee(s) to provide the services required hereunder and will bear all costs attendant thereto. Vadnais Heights is responsible for any additional licensing, software, and hardware necessary to operate and access network servers and other related equipment owned by Vadnais Heights.

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

2. PAYMENT. Vadnais Heights will compensate Roseville for services rendered under this agreement in the annual amount of FORTY-NINE THOUSAND NINE HUNDRED EIGHTY TWO and No/100 Dollars (\$49,982.00) for services rendered based on the adopted cost distribution model. Annual adjustments will be presented to Vadnais Heights as part of an established budget review process. All proposed increases are to be presented to Vadnais Heights no later than June 1st of each year. Vadnais Heights 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 Vadnais Heights.

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

Dated: _____

CITY OF ROSEVILLE

By: _____
Craig Klausung
Its Mayor

By: _____
William Malinen
Its City Manager

Dated: 3.31.09

CITY OF VADNAIS HEIGHTS

By: Susan L. Banovetz
Susan L. Banovetz
Its Mayor

By: Gerald J Urban
Gerald. J Urban
Its City Administrator