



REQUEST FOR COUNCIL ACTION

Date: 05/9/11

Item No.: 12 . f

Department Approval

Acting City Manager Approval

Item Description: Approve Joint Powers Agreement for Sharing of Engineering Staff with Maplewood

BACKGROUND

Infrastructure replacement has been increasing annually per the city's capital improvement plan.

This combined with additional projects required for private development and the additional workload due to regulatory mandates has spread our engineering staff very thin. Our backlog of project development, policy development, and day to day response to engineering requests is increasing. The Department requested funding for an additional engineer position in the 2011 budget funded by the utility enterprise funds as much of the increasing demand is due to this infrastructure. The funding is currently in place for this position. Due to economic uncertainties and funding stability for capital replacements at this time we researched alternatives for meeting the current workload. Two options considered were using consultants for the backlog of work or partnering with a community that may have the capacity to assist at this time. The consultant option is feasible but at a higher cost than the partnering option.

The City of Maplewood currently has excess staff capacity in their engineering area that may be able to assist with some Roseville projects. We are proposing to utilize some of their staff and special expertise to meet our needs. We have met several times with the City of Maplewood and have developed a Joint Powers Agreement to allow for engineering staff from either city to assist the other as needs and workloads fluctuate in the future. We have attached a draft Joint Powers Agreement that has been reviewed by both cities and their attorney's. We have attached the latest draft acceptable to our Attorney and is under final review by Maplewood.

Some of the areas we would be receiving assistance with are as follows:

- ☐ Project development including research, feasibility report writing, and plan development.
- ☐ Administrative engineering report writing and analysis.
- ☐ Analysis and modeling of utility systems.
- ☐ Assist with neighborhood traffic management policy development.
- ☐ Application for permits and permit reporting.
- ☐ Field coordination and inspection of public works projects

- 30 ❑ Other engineering related tasks as assigned

31 These tasks would be related to the update of the City’s Comprehensive Surface Water
32 Management Plan, Wetland Inventory, storm water modeling, and Traffic Management Policy
33 development. It is necessary to begin work in these areas this year. Maplewood also has storm
34 water modeling software and capabilities that we currently do not have.

35 **POLICY OBJECTIVE**

36 The City employs an Engineering Division to carry out the engineering function for city needs.
37 It is our goal to provide this function in the most efficient and cost effective manner.

38 **FINANCIAL IMPACTS**

39 Under this joint powers agreement the providing city will bill monthly for services provided on
40 an hourly basis using a 1.75 multiplier times the base hourly rate of the staff member providing
41 the service. We would expect to use up to 1000 hours of Maplewood staff time in 2011 to assist
42 with current workload at an approximate cost of \$65,000.

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44 **STAFF RECOMMENDATION**

45 Staff recommends approval of a Joint Powers Agreement for the sharing of engineering staff
46 between the City of Roseville and the City of Maplewood.

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48 **REQUESTED COUNCIL ACTION**

49 Approval of a Joint Powers Agreement for the sharing of engineering staff between the City of
50 Roseville and the City of Maplewood.
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Prepared by: Duane Schwartz, Public Works Director
Attachments: A: Draft Joint Powers Agreement

1 **JOINT POWERS AGREEMENT**
2 **FOR THE UTILIZATION OF ENGINEERING EMPLOYEES BY THE CITY OF**
3 **ROSEVILLE AND THE CITY OF MAPLEWOOD**

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6 **THIS AGREEMENT**, entered into by and between the **CITY OF**
7 **MAPLEWOOD (“MAPLEWOOD”)**, a Minnesota municipal corporation, and the
8 **CITY OF ROSEVILLE (“ROSEVILLE”)**, a Minnesota municipal corporation, is
9 effective upon the execution of this Agreement by the named officers of both cities.

10 **RECITALS**
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12 **WHEREAS**, ROSEVILLE and MAPLEWOOD provide engineering and
13 technical support services for their communities; and

14 **WHEREAS**, MAPLEWOOD and ROSEVILLE have full service Engineering
15 Divisions and other technical employees that are able to provide the services required by
16 both communities; and

17 **WHEREAS**, MAPLEWOOD and ROSEVILLE have a need for additional
18 engineering services from time to time due to fluctuating workloads; and

19 **WHEREAS**, Minnesota Statute 471.59 authorizes political subdivisions of the
20 State to enter into Joint Powers Agreements for the joint exercise of powers common to
21 each, and also authorizes one of the parties to an agreement to exercise powers on behalf
22 of another party.

23 **NOW, THEREFORE**, it is mutually stipulated and agreed to as follows:
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25 **1. SERVICES.**

A. MAPLEWOOD and ROSEVILLE shall provide to one another civil engineering and related technical services at such times as are agreed to pursuant to Provision 1D below. These services include but shall not be limited to the following:

- ❑ Project development including research, feasibility report writing, and plan development.
- ❑ Administrative engineering report writing and analysis.
- ❑ Analysis and modeling of utility systems.
- ❑ Assist with engineering policy development.
- ❑ Application for permits and permit reporting.
- ❑ Field coordination and inspection of public works projects
- ❑ Other engineering related tasks as assigned

B. This contract is intended to be a service contract between the two Cities. It is expressly understood that the City providing services will be acting as an independent contractor of the City receiving services. The parties agree that an employee of the City involved in providing services under this contract to the other City ("Assigned Worker") shall remain an employee of the City providing such services and shall not be an employee of the City for whom the services are provided.

C. The Employing City shall be solely responsible for compensating the Assigned Worker(s) engaged in providing engineering 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 the Employing City. In addition, the Employing City shall be solely responsible for training, workers' compensation,

reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLISA, and FMLA. The Employing City shall retain the sole authority to control the Assigned Worker(s), including the hiring, discipline, and termination of said Assigned Worker(s).

D. ROSEVILLE and MAPLEWOOD shall coordinate the scheduling of services to be performed under this Agreement through their respective City Managers, or the City Manager's designee. No service shall be provided unless and until the City Managers (or their designee) of both Cities approve the performance of such service.

E. Each Assigned Worker will be under the direct supervision of the Employing City's City Engineer for the purpose of performance review and any discipline related issues. It is understood that while the Assigned Worker is providing services for ROSEVILLE, the Assigned Worker will be under the work direction of the ROSEVILLE Public Works Director or his or her Designee. It is understood that while the Assigned Worker is providing services for MAPLEWOOD, the Assigned Worker will be under the work direction of the MAPLEWOOD Public Works Director or his or her Designee. Each City shall notify the other of any and all complaints about the services rendered by an Assigned Worker and cooperate in the documentation, investigation, and resolution of the same in any manner.

F. All costs related to training, licensing, equipment, and other matters concerning the professional development of the Assigned Worker(s) necessary to provide services contemplated by this Agreement shall be borne by the Employing City.

69 **2. PAYMENT.** Each City will compensate the other for services rendered in
70 the amount of 1.75 times the hourly base salary of the Assigned Worker(s) times the
71 number of hours worked by such Assigned Worker(s). Each city shall make monthly
72 payments, upon presentation by the other of a monthly billing equal to costs incurred for
73 that month.

74 **3. INDEMNIFICATION.** The Employing City agrees to assume sole
75 liability for any negligent or intentional acts of its Assigned Worker(s) while performing
76 the assigned duties within the jurisdiction of either City. Each City agrees to indemnify,
77 defend, and hold harmless the other from any claims, causes of action, damages, loss,
78 cost or expenses including reasonable attorney's fees resulting from or related to the
79 actions of the indemnifying City, its officers, agents or employees in the execution of the
80 duties outlined in this Agreement. Nothing in this agreement shall constitute a waiver of
81 the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of
82 any available immunities or defenses.

83 **4. TERMINATION, SEVERABILITY.**

84 A. This Agreement may be terminated at any time by either City, with or
85 without cause, by giving the other City written notice of such termination at least sixty
86 (60) days prior to the date of such termination. The date of termination shall be stated in
87 the notice.

88 B. Upon termination, any and all records or property of the respective Cities
89 will be returned to the City who is the owner of such records or property within 90 days.

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

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

93 **5. REVISIONS TO AGREEMENT.** Both parties acknowledge that
94 modifications to this Agreement may be necessary to ensure an effective, on-going
95 working relationship. To that end, ROSEVILLE and MAPLEWOOD shall use their best
96 efforts to ensure the viability of this Agreement into the future. However, any alterations,
97 variations, modification, or waivers of provisions to this Agreement will only be valid
98 when they have been reduced to writing and duly signed by both parties hereto.

99 **6. NOTICES.** Any notice to be given by either party upon the other under
100 this Agreement shall be properly given: a) if delivered personally to the City Manager of
101 the other City, or b) if mailed to the other City by United States registered or certified
102 mail, return receipt requested, postage prepaid, addressed in the manner set forth below.

103	If to Roseville:	City of Roseville
104		Roseville City Hall
105		2660 Civic Center Drive
106		Roseville, MN 55113
107		Attn: City Manager
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If to Maplewood: City of Maplewood
Maplewood City Hall
1830 County Road B East
Maplewood, MN 55109
Attn: City Manager

Notices shall be deemed effective on the date of receipt if given personally, or on the date of deposit in the U.S. mails if mailed. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

7. COMMENCEMENT DATE. This Agreement shall commence on the date that the party who signs this Agreement last signs this Agreement.

123 **IN WITNESS WHEREOF**, the Cities of MAPLEWOOD and
124 ROSEVILLE have caused this Agreement to be duly executed on the day and year
125 entered below.

126 Dated: _____

CITY OF MAPLEWOOD

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By: _____

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Will Rossbach

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Its Mayor

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By: _____

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James W. Antonen

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Its City Manager

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139 Dated: _____

CITY OF ROSEVILLE

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By: _____

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Daniel J. Roe

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Its Mayor

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By: _____

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William J. Malinen

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Its City Manager