

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

12

Presented by

Kathy Kelly

1 WHEREAS, over the past fourteen months staff from the Department of Public Works/Technical
 2 Services Division and the Office of Technology (the "City") have been exploring options for replacing an
 3 antiquated computer system used to process city assessments and service charges; and

4
 5 WHEREAS, the City has determined that the non-profit government consortium, Local Government
 6 Information Systems ("LOGIS"), is the preferred option for providing the necessary computer services; and

7
 8 WHEREAS, the City and LOGIS are authorized by Minnesota Statutes, Section 471.59, to enter into an
 9 agreement for the exercise of joint powers, and wish to do so for the establishment, operation and maintenance
 10 of data processing facilities and management information systems by LOGIS for the use and benefit by the
 11 City; and

12
 13 WHEREAS, the City and LOGIS have established and agreed to all terms and conditions of said
 14 exercise of joint powers in that certain Joint and Cooperative Agreement ("Agreement"), attached hereto as
 15 Exhibit A and incorporated herein by this reference; and

16
 17 WHEREAS, in accordance said Agreement and the established bylaws of LOGIS, attached hereto as
 18 Exhibit B, the City shall be required to pay its annual membership dues and service fees, said amounts totaling
 19 approximately \$100,000 for the first year of operation in 2009 (\$30,000 start-up, \$70,000 ongoing system use
 20 and support); and

21
 22 WHEREAS, each LOGIS member organization shall be entitled to appoint one director and one
 23 alternate as a voting member of the LOGIS board of directors; now, therefore be it

24
 25 **RESOLVED**, that the Mayor and Council of the City of Saint Paul do hereby authorize the proper city
 26 officials to execute said Agreement, and to appoint the Director of the Office of Technology and
 27 Communications as the City's director on the LOGIS board of directors, and the Information Systems Manager
 28 of the Office of Technology and Communications as the City's alternate director.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune	✓		
	7	0	0

Adopted by Council: Date 8/13/08

Adoption Certified by Council Secretary

By: *Nancy Erickson*

Approved by Mayor: Date 8/18/08

By: *C. Mueller*

Requested by Department of:

PUBLIC WORKS

By:

Drew Reese

Approved by the Office of Financial Services

By:

T. D. Hendry

Approved by City Attorney

By:

William J. ...

Approved by Mayor for Submission to Council

By:

C. Mueller

JOINT AND COOPERATIVE AGREEMENT

LOCAL GOVERNMENT INFORMATION SYSTEMS

(Originally dated May 1, 1972)

(Amended, effective December 3, 1993)

(Further Amended, effective October 1, 2003)

The parties to this agreement are governmental units of the State of Minnesota. This agreement is made and entered into pursuant to Minnesota Statutes, Section 471.59.

I. GENERAL PURPOSE

The general purpose of this agreement is to provide for an organization through which the parties may jointly and cooperatively provide for (i) the establishment, operation and maintenance of data processing facilities and management information systems for the use and benefit of the parties and others and (ii) group health, life, accident, and other insurance and personnel benefits for the officers and employees of the parties and the organization. (Amended by Amendment No. 2, effective October 1, 2003).

II. DEFINITION OF TERMS

Section 1. For the purpose of this agreement, the terms defined in this article shall have the meanings given them.

Section 2. "Local Government Information Systems" means the organization created pursuant to this agreement, which organization is hereafter referred to as "LOGIS."

Section 3. "Board" means the Board of Directors of LOGIS, consisting of one director from each governmental unit which is a member of LOGIS.

Section 4. "Council" means the governing body of the member governmental unit, except that in the case of any department or agency of the state, council shall be deemed to mean the Commissioner of Administration of the State of Minnesota.

Section 5. "Member" means a governmental unit which enters into this agreement and is, at the time involved, a party in good standing.

Section 6. "Governmental unit" means any city, village, borough, town or other political subdivision of the State of Minnesota or any department or agency of the state government.

Section 7. "Software" means computer programs, form designs, user manuals and associated documentation.

III. MEMBERSHIP

Section 1. Any governmental unit is eligible to be a member of LOGIS.

Section 2. A governmental unit desiring to be a member shall execute a copy of this agreement and shall pay the established membership dues and charges.

Section 3. The initial members shall be those members who joined LOGIS on or prior to June 1, 1972.

Section 4. Governmental units joining LOGIS after June 1, 1972, shall be admitted only upon the favorable vote of two-thirds of the members of the board. The board may impose conditions upon the admission of members other than the initial members.

IV. BOARD OF DIRECTORS

Section 1. The governing body of LOGIS shall be its board. Each member shall be entitled to one director, who shall have one vote.

Section 2. Each member shall also be entitled to one alternate director who shall be entitled to attend meetings of the board and who may vote in the absence of the member's director.

Section 3. Directors and alternate directors shall be appointed by the council of each member. In order for LOGIS to develop data processing and management information systems which will be of maximum value to member governmental units, the members shall appoint, as their directors and alternates, their chief administrative officers and employees with general management responsibilities. Directors and alternates shall serve without compensation from LOGIS but this shall not prevent a member from providing compensation for its director or alternate director if such compensation is authorized by such unit and by law.

Section 4. There shall be no voting by proxy, but all votes must be cast in person at board meetings by the director or his alternate.

Section 5. Directors and alternate directors shall be appointed to serve until their successors are appointed and qualified.

Section 6. When the council of a member appoints a director or an alternate director, it shall give notice of such appointment to LOGIS in writing. Such notice shall include the mailing address of the persons so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving any notices required by this agreement or by the bylaws of LOGIS.

Section 7. Any director or alternate director shall be subject to removal by the council of the member appointing him, at any time, with or without cause.

Section 8. A majority of the votes of the members shall constitute a quorum of the board.

Section 9. A vacancy on the board shall be filled by the council of the member whose position on the board is vacant.

Section 10. A director (or his alternate) shall not be eligible to vote on behalf of his governmental unit during the time that such governmental unit is in default on any contribution to LOGIS or on any contract with it. During the existence of such default, the vote or votes of such governmental unit shall not be counted as eligible votes for the purposes of this agreement. If a governmental unit remains in default for a period of more than 45 days on any billing from LOGIS, the membership of such governmental unit automatically shall be terminated.

V. MEETINGS - ELECTION OF OFFICERS

Section 1. Any governmental unit desiring to enter into this agreement may do so by the duly authorized execution of a copy of this agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the governmental unit shall file a duly executed copy of the agreement, together with a certified copy of the authorizing resolution or other action, with the city manager of the City of Brooklyn Center. The resolution authorizing the execution of the agreement shall also designate the first director and alternate for the member. The agreement shall become effective when it has been authorized by ten (10) governmental units and when executed copies from such governmental units, together with certified copies of the authorizing resolutions, have been duly filed as set out herein. Within thirty (30) days after the effective date of this agreement, the manager of the City of Brooklyn Center shall call the first meeting of the board, which shall be held not later than fifteen (15) days thereafter.

Section 2. At the first meeting of the board and in July of each even numbered year after 1972, the board shall elect from its directors a president, a vice-president and a secretary-treasurer.

Section 3. At the organizational meeting, or as soon thereafter as it may reasonably be done, the board shall adopt bylaws governing its procedures including the time, place and frequency of its regular meetings. Such bylaws may be amended from time to time. Regular public meetings of the board, however, shall be held at least quarterly in the months of January, April, July and October.

Section 4. Special meetings of the board may be called (a) by the president, (b) by the executive committee or (c) by the executive committee upon the written request of a majority of the directors. Five days' written notice of special meetings shall be given to the directors and alternates. Such notice shall include the agenda for the special meeting.

Section 5. The specific date, time and location of regular and special meetings of the board shall be determined by the executive committee. Regular and special meetings of the board shall be held in the seven county twin city metropolitan area.

Section 6. Notice of regular meetings of the board shall be given to the directors and alternates by the secretary-treasurer of the board at least fifteen (15) days in advance and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the board need not be limited to matters set forth in the agenda.

VI. POWERS AND DUTIES OF THE BOARD

Section 1. The powers and duties of the board shall include the powers set forth in this article.

Section 2. It shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including the establishment of data processing and information systems, engaging in the development and implementation of the necessary programs therefor, acquiring any necessary site, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of data processing and management information for the members and for others. Any of the foregoing activities, or any other activities authorized by this agreement, may be accomplished by entering into contracts, leases or other agreements with others, whenever the board shall deem this to be advisable.

Section 3. The board shall have full control and management of the affairs of LOGIS including the power to make contracts as it deems necessary to make effective any power to be exercised by LOGIS pursuant to this agreement; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the board deems necessary; and to contract for space, materials, supplies and personnel either with a member or with a number of members or elsewhere.

Section 4. It may establish and collect membership dues.

Section 5. It may establish and collect charges for its services to members and to others.

Section 6. It may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Section 7. It shall cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the members. Its books and records shall be available for and open to examination by its members at all reasonable times.

Section 8. It shall establish the annual budget for the organization as provided in this agreement.

Section 9. It may delegate authority to the executive committee of the board, between board meetings. Such delegation of authority shall be by resolution of the board and may be conditioned in such manner as the board may determine.

Section 10. It may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of the organization. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of village funds.

Section 11. It shall make its data processing and management information systems available to its members, subject to reasonable charges for the development and processing thereof.

Section 12. It may pay the reasonable and necessary expenses of officers, directors and alternates incurred in connection with their duties as such, but this shall not include the expenses of attending meetings of LOGIS within the seven county twin city metropolitan area.

Section 13. It may provide for any of its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which municipalities are authorized or required by law to make.

Section 14. It may purchase public liability insurance and such other bonds or insurance as it may deem necessary.

Section 15. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VII. OFFICERS

Section 1. The officers of the board shall consist of a president, a vice-president and a secretary-treasurer who shall be elected at the regular annual meeting of the board held in even numbered years after 1972. New officers shall take office at the adjournment of the annual meeting of the board at which they are elected.

Section 2. A vacancy shall immediately occur in the office of any officer upon his resignation, death or upon his ceasing to be an employee of his member governmental unit. Upon vacancy occurring in any office, the executive committee shall fill such position until the next meeting of the board.

Section 3. The three officers shall all be members of the executive committee.

Section 4. The president shall preside at all meetings of the board and the executive committee. The vice-president shall act as president in the absence of the president.

Section 5. The secretary-treasurer shall be responsible for keeping a record of all of the proceedings of the board and executive committee, for custody of all funds, for the keeping of all financial records of the organization and for such other matters as shall be delegated to him by the board. Any persons may be engaged to perform such services under his supervision and direction, when authorized by the board. He shall post a fidelity bond or other insurance against loss of organization funds in an amount approved by the board, at the expense of the organization.

VIII. EXECUTIVE COMMITTEE

Section 1. The board shall have an executive committee consisting of three officers and two other directors, all of whom shall be elected at the annual meetings of the board held in even numbered years after 1972. Vacancies of members on the executive committee may be filled by the board of directors at any regular or special meeting.

Section 2. The executive committee may adopt bylaws governing its own procedures, which shall be subject to this agreement, the bylaws of the board, and any resolutions or other directives of the board.

Section 3. A quorum at a meeting of the executive committee is three (3).

Section 4. The executive committee shall meet at the call of the president or upon the call of any two other members of the executive committee. The date and place of the meeting shall be fixed by the person or persons calling it. At least forty-eight (48) hours' advance written notice of such meeting shall be given to all members of the executive committee by the person or persons calling the meeting. Such notice, however, may be waived by any or all members who actually attend the meeting or who give written waiver of such notice for a specified meeting.

Section 5. The executive committee shall have the following duties:

(a) It shall exercise the powers and perform the duties delegated to it by the board of directors, subject to such conditions and limitations as may be imposed by the board.

(b) It shall cause to be prepared a proposed annual budget each year which shall be submitted to the board of directors at least thirty (30) days before the annual meeting.

(c) It shall present a full report of its activities at each regular meeting of the board.

Section 6. Subject to the provisions of the approved budget it shall have the authority to appoint, fix the conditions of employment of, and remove any employees of the organization.

Section 7. It shall have authority to fix charges for the use of the programs and facilities of LOGIS, both as to members and nonmembers consistent with policies and guidelines established by the board.

Section 8. All actions taken by the executive committee shall be subject to control by the board of directors as the board shall deem advisable.

IX. FINANCIAL MATTERS

Section 1. The fiscal year of LOGIS shall be the calendar year.

Section 2. The annual budget of LOGIS must be adopted in the following manner:

(a) annually prior to June 1 the Board will supply each member with a proposed preliminary budget;

(b) annually prior to the annual meeting of the Board in July the Board will supply each member with a proposed budget adjusted for withdrawal notifications received pursuant to Article XII;

(c) the annual budget must be adopted at the annual meeting of the Board in July.

Promptly after adoption of the budget, the Board must mail copies of the budget to the chief administrative officer of each member. Upon adoption of the budget each member is obligated to LOGIS for the budgeted revenues and cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with this Article. (Amended by Amendment No. 1, December 3, 1993.)

Section 3. The board shall have authority to fix cost sharing charges for all members in an amount sufficient to provide the funds required by the budgets of the organization. It shall advise the chief administrative officer of each member, on or before September 1 of each year, of the amounts of such charges falling within Classes 1 and 2 and the rates of such charges falling within Class 3, as such classes are defined in Section 5 of this article.

Section 4. Billings for all charges shall be made by the board and shall be due when rendered. Any member whose charges have not been paid within 45 days after billing shall be in default and shall not be entitled to further voting privileges nor to have its director hold any office nor to use any LOGIS facilities or programs until such time as no longer in default. In the event that such charges have not been paid within 45 days after such billing, such defaulting member shall be deemed to have given, on such 45th day, notice of withdrawal from membership. In the event of a bona fide dispute between the member and the board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it.

Section 5. The charges of LOGIS shall be divided, for cost sharing purposes, into three classes, to-wit:

(a) Class 1 Charges. These charges shall be made to cover the organization's general, administrative and operational expenses not falling within Classes 2 and 3. Class 1 charges shall be made as fixed monthly, quarterly or annual membership dues. They shall be determined annually by the board of directors. They shall not be retroactively applied to new members.

(b) Class 2 Charges. These charges shall be made to cover the costs of design and development of computer programs and systems and other capital costs. The initial members of LOGIS shall pay such portion of the Class 2 charges as shall be established by the board, provided that the board shall attempt in good faith to pro rate such Class 2 charges among the members in as equitable a manner as possible, giving consideration, among other things, to anticipated use of the programs, systems and facilities of the organization. Any new members, i.e. any governmental units joining LOGIS after May 31, 1972, shall pay a pro rated share of the accumulated Class 2 charges which have been charged to or incurred by all members, as computed by the board on the same formula as for initial members as the price of membership; and such charges, when paid by such new members, shall be apportioned among the then existing members in cash or credit on unpaid or future billings in proportion to the Class 2 charges which such existing members have thus far paid or incurred.

(c) Class 3 Charges. These charges shall be to cover the costs of system operation and maintenance in serving members (and others) on a "as requested" basis. The amount of such charges shall be determined by the board and such amounts shall be computed on the basis of the actual workload utilized by each member. Class 3 charges shall not be retroactively applied to new members.

Section 6. Nothing contained in the foregoing Section 5 shall prevent the board from charging nonmembers for services rendered by LOGIS, on such basis as the board shall deem appropriate. For example, the board shall not be obligated to charge nonmembers, for services, only Class 3 charges.

Section 7. It is anticipated that certain members may be in a position to extend special financial assistance to LOGIS in the form of grants. The board may credit any such grants against any charges which the granting member would otherwise have to pay. The board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges which have been made or in the future may be made against one or more specified members.

Section 8. Board funds may be expended by the board in accordance with procedures established by law for the expenditure of funds by villages. Orders, checks, drafts and other legal instruments shall be signed by the president or vice-president and countersigned by the secretary-treasurer or such other person as shall be designated by the board.

Section 9. Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota villages.

X. ADMINISTRATOR

An administrator may be appointed to perform such administrative duties as shall be delegated to him by the board.

XI. ASSOCIATES

Section 1. It is contemplated that certain governmental units may desire to follow, closely, the activities of LOGIS, to provide input into systems design, and to receive detailed information about system characteristics and performance, for the purpose of coordinating intergovernmental relationships. Such governmental units may affiliate with LOGIS as "associates."

Section 2. A governmental unit desiring to become an associate may do so in the same manner as is applicable to becoming a member, except as otherwise provided in this article.

Section 3. At the time of joining LOGIS as an associate, the governmental unit shall indicate in writing that it is not joining as a member but as an associate.

Section 4. An associate may appoint a director and an alternate director to the board but such director (or alternate) shall be without voting power, shall not be eligible to serve as an officer and shall not be counted for quorum purposes.

Section 5. The board may establish the charges to be paid by associates and for that purpose it may classify associates in accordance with their varying circumstances.

Section 6. An associate may apply for membership status and become a regular member.

Section 7. An associate may discontinue its association with LOGIS at any time by giving written notice of withdrawal to the secretary-treasurer of LOGIS. Withdrawal shall not relieve such withdrawing associate from its obligation to pay any charges which the associate has incurred up to the time of withdrawal.

XII. WITHDRAWAL

Section 1. Any member may at any time give written notice of withdrawal from LOGIS. The nonpayment of charges as set forth herein, and the refusal or declination of any member to be bound by any obligation to the organization shall also constitute notice of withdrawal.

(a) Actual withdrawal shall not take effect for a period of forty-five (45) days from the date of such notification.

(b) Upon effective withdrawal the member shall continue to be responsible (1) for all of its prorated share of any unpaid Class 2 obligations, (2) for its share of Class 1 charges to the effective date of withdrawal, (3) for its share of any Class 3 charges to the effective date of withdrawal and (4) for any contractual obligations it has separately incurred with LOGIS.

Section 2. A member who has not given notice of withdrawal on or before June 15 of a given year is obligated for the budgeted revenues and the cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with Article IX. (Added by Amendment No. 1, December 3, 1993.)

Section 3. A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the organization shall forfeit its claim to any assets of the organization except that it shall have access to any software developed for its use while it was a member, in accordance with and subject to the provisions of Article XIII, Section 5, Paragraph (b).

XIII. DISSOLUTION

Section 1. The organization shall be dissolved whenever (a) a sufficient number of members withdraws from the organization to reduce the total number of members to less than six (6), or (b) by two-thirds vote of all members of the board.

Section 2. In the event of dissolution the board shall determine the measures necessary to effect the dissolution and shall provide for taking of such measures as promptly as circumstances permit and subject to the provisions of this agreement.

Section 3. Upon dissolution the remaining assets of LOGIS, after payment of all obligations, shall be distributed among the then existing members in proportion to their contributions, as determined by the board, provided that computer software prepared for such members shall be available to them, subject to such reasonable rules and regulations as the board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the members and former members on a pro rata basis, based upon the Class 1, 2 and 3 charges incurred by such members and former members during the two years preceding the event which gave rise to the dissolution.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by the organization:

(a) All such software shall be an asset of the organization.

(b) A member or former member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due LOGIS, (2) paying the costs of taking such software, and (3) complying with

reasonable rules and regulations of the board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which such software must be taken by any member or former member desiring to do so.

XIV. DURATION

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms.

IN WITNESS WHEREOF, the undersigned governmental unit has caused this agreement to be signed and delivered on its behalf.

