

AGREEMENT
between
THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
and
THE CITY OF SAINT PAUL, MINNESOTA

This agreement (“Agreement”) dated this 1st day of April, 2023 by and between the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, a Municipal Corporation under the laws of the State of Minnesota (the "Board"), and the CITY OF SAINT PAUL, MINNESOTA, a home rule charter city under the laws of the State of Minnesota (the "City").

WHEREAS, the Board and the City each desire to purchase and implement a contemporary and versatile Enterprise Asset Management System (EAMS) to replace the existing Computerized Maintenance Management System (CMMS/WAM) to allow each party to better manage and maintain its facilities/assets.

WHEREAS, the Board and the City believe significant efficiency and accuracy improvements could be realized by purchasing and implementing Oracle Utilities Work and Asset Cloud Service (WACS), and Oracle Field Service Cloud (OFS). These Oracle products will be referred to as the “EAMS system” going forward.

WHEREAS, the Board and the City do now desire to enter into an agreement to designate the costs and responsibilities of each party with regards to the operation of their joint service.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Board and the City agree as follows:

Section 1. EAMS System Implementation and Maintenance

1. The Board and the City shall share in the costs of purchasing and implementing the EAMS system. More specifically, the Board and the City share in all discovery, planning, business process design, configuration, implementation, integration, CMMS data migration, deployment, and training related to the new EAMS system. This split is based on the following vendor provided deliverables payment schedule:

Deliverable No.	Deliverable Name	Deliverable Fee Water	Deliverable Fee Public Works	When invoiced
0	Contract signature	\$55,498.00	\$55,498.00	Single Invoice Completed in Phase 1
1	Initial PMP	\$166,495.00	\$166,495.00	One Invoice for Each Phase Upon Milestone Competition
2	Initial Oracle Project Plan	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
3	Project Closure Report	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
4	WACS Fundamentals Training Materials	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
5	Initial Functional Foundation Design	\$166,495.00	\$166,495.00	One Invoice for Each Phase Upon Milestone Competition
6	WACS Data Management Strategy	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
7	WACS Data Migration Report	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
8	Extension Functional Design Document	\$55,498.00	\$55,498.00	Single Invoice Completed in Phase 1
9	Integration Functional Design Document	\$55,498.00	\$55,498.00	Single Invoice Completed in Phase 1
10	Integration Assessment Report	\$83,247.00	\$83,247.00	Single Invoice Completed in Phase 1
11	Final Functional Foundation Design	\$138,746.00	\$138,746.00	One Invoice for Each Phase Upon Milestone Competition
12	Batch Schedule Design	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
13	Batch Run Book	\$121,819.00	Invoice phase 1 \$10,822.00	Single Invoice Completed in Phase 1
			Invoice phase 2 \$110,997.00	One Invoice for Each Phase Upon Milestone Competition
14	WACS Test Plan	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
15	Readiness Assessment Report	\$110,997.00	\$110,997.00	One Invoice for Each Phase Upon Milestone Competition
	Phase Sub Total	\$1,731,272.00	\$1,731,272.00	
Total Fixed Fee		\$ 3,462,544.00		

- The department responsibilities are shown below split by phases. Where phase 1 payments are made during the SPRWS implementation including Public Works portions of city-wide costs that cannot be delayed to Phase 2. Phase 2 costs will be the responsibility of Public Works. Phase 1 will include an adjustment for additional costs incurred by SPRWS for the post-RFP addition of the interface with their CIS database. This will reflect the \$243,000 cost of that addition. All other implementation costs will be split equally:

Phase	Description	SPRWS	Public Works	Phase subtotal	Phase Totals
Phase 1	SPRWS CIS Interface	\$243,000.00	\$0	\$1,991,835.00	\$3,462,544.00
Phase 1	Milestone Completions	\$1,609,772.00	\$139,063.00		
Phase 2	Milestone Completions	\$0	\$1,470,709.00	\$1,470,709.00	
Department subtotal		\$1,852,772.00	\$1,609,772.00		
Project Total		3,462,544.00			

3. Software Licensing - The EAMS system shall be classified as software as a service (SAAS) model where the Board and the City subscribe to a vendor’s service where the operation, maintenance and upgrades are included within the service fee.
 - a. WACS license cost - The average per user cost based on a 36-month term is about \$840 annually.
 - b. OFS license cost – The average per user cost based on a 36-month term is about \$365 annually.
 - c. As an outcome of discovery, the Board, will identify the number of user licenses it will be required to purchase. The Board bears responsibility for annual software license costs for each license it secures.
 - d. As an outcome of discovery, the City, will identify the number of user licenses it will be required to purchase. The City bears responsibility for the Software License Costs for each license it secures.

4. The Board and the City shall create an EAMS Implementation Team. The General Manager of the Board’s Saint Paul Regional Water Services (SPRWS GM), the Director of the City’s Public Works Department (PW Director) and the Deputy Director of the City’s Office of Technology and Communication (OTC Deputy Director) shall appoint its members. The EAMS Implementation Team shall be responsible for decisions outside the scope of this implementation and maintenance agreement.

The EAMS Implementation Team shall be responsible for any technical decisions, future additional integrations, or acquisitions to ensure functionality of the EAMS system.

5. In the event that either the Board or the City desire to acquire and or integrate additional functionality, specifications, or programming services intended to enhance the EAMS system, such acquisitions shall be approved by mutual written agreement between the SPRWS GM, the PW Director and the OTC Deputy Director in advance of the purchase order. If so approved, the costs of such additional acquisitions shall be negotiated and

agreed upon on a case-by-case basis.

Section 2. Notice.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Board: Saint Paul Regional Water Services
 c/o General Manager
 1900 Rice Street
 Saint Paul, MN 55113

If to City, to: Public Works Department
 c/o Director
 1500 City Hall Annex
 25 Fourth Street West
 Saint Paul, MN 55102

As well as: Office of Technology and Communication
 c/o Deputy Director
 1200 City Hall Annex
 25 Fourth Street West
 Saint Paul, MN 55102

Section 3. Term and Termination

This Agreement shall commence on the date of Saint Paul City Council approval or Board of Water Commissioners approval, whichever is later. This Agreement shall remain in place until:

- a) Terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be affected unless the other party is given (i) no less than sixty (60) calendar days written notice of intent to terminate, and (ii) an opportunity for consultation with the terminating party prior to said notification of intent to terminate.
- b) Terminated by written agreement to such termination in writing by both parties.
- c) Implementation of EAMS by software vendor AND initial 3-year licensing agreement period is completed. Thereafter, each party will be responsible solely for their own licensing.

Section 4. Amendment

This Agreement may be amended in writing for additional terms prior to the completion of the current term, or for any other reason, upon such terms and conditions as may be mutually agreeable between the parties. All parties expect revisions during the life of this agreement. Such revisions shall and may be accomplished and approved by mutual written approval of SPRWS GM, the PW Director and the Deputy Director of OTC.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

Approved:

By _____
Patrick Shea, General Manager
Saint Paul Regional Water Services

By _____
Mara Humphrey, President

Approved as to form:

By _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

THE CITY OF SAINT PAUL

Approved:

By _____
Sean Kershaw, Director
City of Saint Paul Public Works

By _____
Jaime Tincher, Deputy Mayor

Approved as to form:

By _____
Assistant City Attorney

By _____
Shari Moore, City Clerk

By _____
John McCarthy, Director
Office of Financial Services