

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 12th day of November, 2019 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") d/b/a Saint Paul Regional Water Services ("SPRWS"), 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 entered into an agreement dated May 14, 2019 whereby the parties share in the costs to purchase and implement a mobile workforce solution to supplement the existing Computerized Maintenance Management System to allow each party to better manage and maintain its facilities by increasing data integrity, resource optimization and efficiencies related to mobile technology.

WHEREAS, the Board and the City entered into an agreement dated May 14, 2019 whereby the Board shall bear all costs to purchase and implement a mobile workforce solution to supplement the existing Customer Information System to allow the Board to better manage and interact with customers by increasing data integrity, resource optimization and efficiencies related to mobile technology.

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. Mobile Solution Administration, Operation and Maintenance.

1. The Synergen System Administration and Development Team shall be responsible for any decisions outside the scope of the original mobile workforce solution implementation agreement including but not limited to technical decisions, future additional integration or acquisitions to ensure functionality of the mobile workforce solution.

2. The mobile workforce solution 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.
3. The Board shall bear all costs associated with user licenses in order to operate the mobile workforce solution as it pertains to the Board's activities.

The City shall bear all costs associated with user licenses in order to operate the mobile workforce solution as it pertains to the City's activities.

As of the date of this agreement, annual software maintenance costs, which are invoiced separately from the licensing costs, will be split between the Board and the City in the following proportion.

Board:	60%
City:	40%

4. 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 mobile solution, such acquisitions shall be approved by mutual written agreement between the SPRWS GM and the PW 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. Additional Agencies.

This agreement shall be limited to the maintenance and operation of the mobile workforce solution by the City's Department of Public Works and the Board's Saint Paul Regional Water Services. If, during the term of this agreement, other agencies desire to participate in the use of the mobile workforce solution, this Agreement may be amended to include those additional agencies, in accordance to section 5 of this agreement. The Board and the City must also agree to an implementation plan, an equitable capitalized cost recovery method, and an operational cost allocation formula to be applied among all parties.

Section 3. 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
1000 City Hall Annex
25 Fourth Street West
Saint Paul, MN 55102

Section 4. Term and Termination

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

- a) 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 effected 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) written agreement to such termination in writing by both parties.

Section 5. Amendment

This Agreement may be amended in writing for additional terms prior to the expiration of the current term, or for any other reason, upon such terms and conditions as may be mutually agreeable between the parties. Both 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 and PW Director.

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

Approved:

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By _____
Matt Anfang, President

Approved as to form:

By _____
Lisa Veith, Senior Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

CITY OF SAINT PAUL

By _____
Assistant City Attorney

By _____
Jamie Tincher, Deputy Mayor

By _____
Shari Moore, City Clerk

By _____
John McCarthy, Interim Director
Office of Financial Service