

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

This agreement ("Agreement") dated this ____ day of _____, 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"), 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 mobile workforce solution to supplement the existing Computerized Maintenance Management System ("CMMS/WAM") to allow each party to better manage and maintain its facilities, and

WHEREAS, Board and City entered into a partnership to pursue this goal, and

WHEREAS, staff of the Board and the City believe significant efficiency and accuracy improvements could be realized by purchasing and implementing a mobile software application which can be interfaced with CMMS/WAM and which will allow data entry of information directly from the field via a user-friendly front-end portal, and

WHEREAS, the Board implemented a Customer Information System ("CIS Infinity") and significant efficiency and improved accuracy could be realized by purchasing and implementing a mobile software solution which can be interfaced with CIS Infinity; and which will allow data entry of information directly from the field via a user-friendly front-end portal, and

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 jointly purchasing a mobile workforce solution software and system implementation services.

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. Project Implementation.

1. The Board and the City shall share equally in the costs of purchasing and implementing a mobile workforce solution which can be integrated with CMMS/WAM. More specifically, the Board and the City will share equally in all discovery, planning, business process design, configuration, implementation, deployment and training related to the

mobile application as it pertains to the CMMS/WAM application. The software and the implementation services shall be referred to as the "Project Plan".

2. The Board shall bear all costs associated with implementing a mobile workforce solution which can be integrated with the Board's CIS Infinity application. More specifically, The Board shall bear all costs of discovery, planning, business process design, and configuration, implementation, deployment and training related to the mobile application as it pertains to the Board's CIS Infinity application.

3. Software Licensing. SAAS.

- a. As an outcome of discovery, the Board, will identify the number of user licenses it will purchase to operate a mobile workforce solution. The Board shall bear responsibility for software license costs for each license it secures.
- b. As an outcome of discovery, the City, will identify the number of user licenses it will purchase to operate a mobile workforce solution. The City shall bear responsibility for the Software License Costs for each license it secures.

4. Costs for the Project Plan Shall not exceed \$260,600 and are identified as:

Mobile Software	\$65,000.00
Implementation	\$151,800.00
User License	\$27,000.00
Training	<u>\$16,800.00</u>
Total:	\$260,600.00

5. Payment breakdown between the Board and the City is identified as:

Payment Breakdown	Board	City	Total
Software Integration Water (WAM)	\$43,300	\$34,300	\$77,600
Implementation Water Short Cycle Work (WAM)	\$18,000	\$18,000	\$36,000
Implementation Water Long Cycle Work (WAM)	\$7,950	\$7,950	\$15,900
Implementation Water PM (WAM)	\$10,950	\$10,950	\$21,900
Software Integration Public Works (WAM)	\$1,200	\$13,200	\$14,400
Implementation Traffic Operations (WAM)	\$12,000	\$12,000	\$24,000
Implementation Street Maintenance (WAM)	\$8,400	\$8,400	\$16,800
Implementation Sewers (WAM)	\$8,400	\$8,400	\$16,800
Integration Water (CIS)	\$7,200	\$0	\$7,200
Implementation Water (CIS)	\$30,000	\$0	\$30,000
	<u>\$147,400</u>	<u>\$113,200</u>	<u>\$260,600</u>

Section 2. Project Management.

The Public Works Department, on behalf of the City, and Saint Paul Regional Water Services, on behalf of the Board, shall assign a Mobile Solution Joint Steering Committee which shall be charged with and given the powers to jointly manage the Project Plan for the benefit of both 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
 1500 City Hall Annex 500 City Hall Annex
 25 Fourth Street West
 Saint Paul, MN 55102

Section 4. 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 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 the General Manager of the Board's Saint Paul Regional Water Services and the City's Director of Public Works.

Section 6. Responsibility for Conduct

The Board and the City each acknowledge and understand that they are subject to the budget authority and decisions of the Council of the City of Saint Paul, and that all the employees of each are considered employees of the City of Saint Paul as a matter of law. This notwithstanding, both parties agree they shall bear responsibility for the acts or omissions of the employees of their respective departments as permitted by law.

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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 _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

CITY OF SAINT PAUL

By _____
Kristin Beckmann, Deputy Mayor

By _____
Shari Moore, City Clerk

By _____
John McCarthy
Interim Director, Office of Financial Services