

BOARD OF COUNTY COMMISSIONERS

DATE: September 21, 2010
AGENDA ITEM NO. 7

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

Subject:

Third Amendment with Vertex / First Amendment with SAP - Software, Customer Information System
Contract No. 056-0030-P(RM)

Department:

Utilities / Purchasing

Staff Member Responsible:

Kevin Becotte / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE THIRD AMENDMENT TO THE AGREEMENT FOR THE CUSTOMER INFORMATION SYSTEM (CIS) FOR UTILITIES WITH VERTEX DATA UTILITY SERVICES LLC D/B/A VERTEX BUSINESS SERVICES, (VERTEX) RICHARDSON, TEXAS.

IT IS FURTHER RECOMMENDED THE BOARD APPROVE AMENDMENT 1 TO THE SAP SOFTWARE END-USER LICENSE AGREEMENT WITH SAP PUBLIC SERVICES, INC., NEWTOWN SQUARE, PENNSYLVANIA.

IT IS ALSO RECOMMENDED THE CHAIRMAN BE AUTHORIZED TO SIGN THE THIRD AMENDMENT TO THE AGREEMENT AND AMENDMENT 1 TO THE SOFTWARE END-USER LICENSE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

This contract was awarded to ADS Alliance Data Systems, Inc. by the Board on December 5, 2006, and was assumed by Vertex via the Second Amendment to the agreement approved by the County Administrator on July 15, 2009. The First Amendment to the agreement to add additional professional services was approved by the Board on May 20, 2008.

The Third Amendment with Vertex is to clarify language in the CIS Agreement dated December 6, 2006, by defining the definitions of service, service level assessment and improving the ability to provide written notices regarding role changes and invoice changes.

As an example, the Third Amendment will update the instructions for contact information; clarify the meaning of "per mailed piece" and "mailed piece" to apply both as emailed pieces and service by the US Postal Service; incorporate a Memorandum of Understanding (MOU) with its attachments which becomes part of the Professional Services Agreement currently in place with Vertex.

The MOU is meant to codify clarifying language into the agreement which better defines definitions of service, service level assessment and improves the ability to provide written notice regarding role changes and invoice changes. The MOU helps to define these definitions of service levels in better detail and enables attachments to the MOU by mutual consent without revising the MOU.

The purpose of Amendment one with SAP will modify the Client SAP License and Maintenance Agreement definitions to redefine the term "Territory" to mean the United States of America and India.

Fiscal Impact

Neither the Third Amendment with Vertex, or the First Amendment with SAP has any financial impact pertaining to the proposed modifications.

Exhibits/Attachments Attached:

1. Contract Review
2. Third Amendment
3. Memorandum of Understanding – Exhibit E Service Level Agreement
4. Amendment 1 to the SAP Software License Agreement



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 51206

PROJECT: THIRD AMENDMENT TO THE AGREEMENT FOR SOFTWARE, CUSTOMER INFORMATION SYSTEM (CIS)

BID/RFP NUMBER: 056-0030-P(RM).

TYPE: Purchase Contract Other: AMEND CONTRACT Construction-Less than \$100,000 One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment. Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: N/A PRODUCT ONLY
 This is a 60 MO service contract. Total Approved Expenditure: \$14,240,139.08 This amendment has no financial impact

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> Joe Lauro, Dir Candy Mancuso, Asst. Dir Ruby McKenzie PA	8/11/10	<i>[Signature]</i>	Utilities - please see questions contained in agenda item attached	
2.	<u>Utilities</u> LeeAnn Smedley - Div MGR Steve Carroll-Fin Director Kevin Becotte, Util Director	8/13/10 8-17-10 8/24/10	<i>[Signature]</i> SBC KJ	Phase see explanation of need for memorandum of understanding attached - last page of packet	Done in for RM

Using Dept please provide below information:
 Yes, funding for this requisition is using grant Funding. No, funding for this requisition is not using grant Funding.
 If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

3.	<u>Risk Management Director</u> Attn: Beth Wininger (Check applicable box at right)	8/20/10	<i>[Signature]</i>		HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	8/25/10	<i>[Signature]</i>		NOT HIGH RISK
5.	<u>Asst. County Administrator</u> Attn: Mark Woodard	8/31/10	<i>[Signature]</i>		
6.	<u>Legal</u> Attn: Michelle Wallace	9/1/10		DOCUMENTS ALREADY APPROVED AS TO FORM	

****RETURN ALL DOCUMENTS TO PURCHASING****

Make all inquiries to: Ruby McKenzie at Extension 4-3795
 In order to meet the following schedule, please return to Purchasing by: 8-18-10

Revised 06/2010

TENTATIVE DATES
RFP Mail Out:
RFP Opening:
Purchasing Director Approval:

THIRD AMENDMENT TO THE AGREEMENT FOR A CUSTOMER INFORMATION SYSTEM (CIS)

This Third Amendment (the "Third Amendment") is made and entered into this ____ day of _____, 2010 (the "Third Amendment Effective Date"), by and between PINELLAS COUNTY, a political subdivision of the State of Florida, with offices at 14 South Ft. Harrison Ave, Clearwater, Florida 33756, hereinafter referred to as "County" and Vertex Data Utility Services LLC d/b/a Vertex Business Services, a Delaware Limited Liability Corporation with business offices located at 250 E. Arapaho Rd., Suite 100, Richardson, Texas 75081, authorized to do business in Florida, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County and Contractor (by assignment from ADS Alliance Data Systems, Inc. on April 21st, 2009) are parties to an agreement entered into on December 6th, 2006, pursuant to Pinellas County Contract No. 056-30-P (hereinafter the "Agreement") pursuant to which the Contractor agreed to provide a Customer Information System (CIS) for County; and

WHEREAS, the County and the Contractor now wish to modify the Agreement as follows:

1. The parties agree and acknowledge that Exhibit R of the Agreement (Client SAP License and Maintenance Agreement – collectively the "County's SAP Software License Agreement") shall hereinafter be modified by the County and SAP upon execution of an amendment between the County and SAP to the County's SAP Software License Agreement (via a document presently entitled "Amendment 1 to Agreement (Territory 6-28-10)", or as such document is ultimately renamed, if applicable). Upon such execution, County's SAP Software License Agreement will effectively be modified by SAP and the County to re-define the term "Territory, in Section 1.10 to read as follows: "Territory" means the United States of America and India". As this County SAP Software License Agreement is incorporated into the Agreement, this change between County and SAP will permit Contractor, as an intended beneficiary of such County SAP Software License Agreement, to access and use the SAP Software as Contractor deems necessary or desirable in accordance with the County's SAP Software License Agreement license terms in India, to provide the Services.
2. The parties agree and acknowledge that Section 15.1 General of the Agreement shall be updated to change "All invoices under this Master Agreement shall be submitted to the following address:" to read "All invoices under this Master Agreement shall be submitted to the following name and address, and Client shall notify Supplier in writing of any change in the name or address:".
3. The parties agree and acknowledge that references to "per mailed piece" and "mailed piece" in Exhibit C of the Agreement (Fees & Costs) shall be interpreted to apply to both emailed pieces as well as pieces sent via the US Postal Service.

4. The parties agree and acknowledge that Exhibit E of the Agreement (Service Level Agreement) shall be clarified by the attached Memorandum of Understanding which shall be incorporated with its attachments into Exhibit E.
5. Except as changed or modified herein, all provisions and conditions of the original Agreement, as modified by prior Amendments 1 and 2, shall remain in full force and effect.

IN WITNESS WHEREOF of the parties herein have executed this Third Amendment to the Agreement for a Customer Information System (CIS) pursuant to 056-30-P, intending that it become effective as of the Third Amendment Effective Date first noted above.

Vertex Business Services

PINELLAS COUNTY, FLORIDA



(Signature)


Daniel G. Cross - NACFO

(Printed Name and Title)

By and through its ~~County Administrator~~ ^{BOARD of County Commissioners}

~~County Administrator~~
Chairman of The Board

ATTEST:

By:  Leslie Ann Morton
(Attesting Witness' name / title) Exec. Assistant

ATTEST:

By: _____
(Attesting Witness' name / title)

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney

Memorandum of Understanding – Exhibit E Service Level Agreement

Introduction

This Memorandum of Understanding (“MOU”) is intended to clarify and more completely define Exhibit E, the Service Level Agreement of the Professional Services Agreement (“Master Agreement”), dated December 6, 2006 by and between Vertex Data Utility Services, LLC d/b/a Vertex Business Services (“Vertex”), a Delaware corporation and successor in interest to Alliance Data Systems, Inc. and Pinellas County, a political subdivision of the State of Florida (“Client”).

This MOU provides the following additional information:

Definitions Specific to Exhibit E.

Clarifications on Specific Details within Exhibit E.

Definitions Specific to Exhibit E

1.0 “Attachment 1”

“Attachment 1” shall mean a document that includes lists of various transactions and reports that are relevant for SLA calculations for Section 6.0 of Exhibit E. The parties agree and acknowledge that Attachment 1 may be modified by mutual agreement and changes communicated by Vertex to Client by notice pursuant to Section 36 Notices of the Master Agreement.

1.1 “Billing Record”

“Billing Record” shall mean the individual billing statement and/or Delinquent Bill created and delivered to Vertex’s bill print and mail services provider.

1.2 “Billing Batch”

“Billing Batch” shall mean the file of billing statements and the file of Delinquent Bills generated during the billing batch process.

1.3 “Total scheduled working minutes”

“Total scheduled working minutes” shall mean 24 hours x 7 days a week minus scheduled outages.

1.4 “Stop the Clock”

“Stop the Clock” shall mean time periods where the elapsed time is not being tracked toward the time required to resolve CIS Solution Support trouble tickets. Trouble ticket Service Level Calculation time equals the total time to resolve the trouble ticket from creation to resolution minus the Stop the Clock time.

1.5 “Print Preview”

“Print Preview” shall mean bills which must be reviewed by Client and then released prior to printing.

1.6 “Emergency Level Trouble Tickets”

“Emergency Level Trouble Tickets” shall mean a trouble ticket which will be designated as Emergency priority in our agreed upon trouble ticket tracking tool and indicates business is not operational with significant performance issues, financial impact and/or number of customers impacted. Emergency Level Trouble Tickets go to top of work queue and are top priority until resolved.

Specifically, a critical business function cannot be performed, a key component is unavailable or is nonfunctional e.g. the system is unable to perform key function like billing.

1.7 “Critical Level Trouble Tickets”

“Critical Level Trouble Tickets” shall mean a trouble ticket which will be designated as Critical priority in our agreed upon trouble ticket tracking tool and indicates business is operational but with degraded performance, moderate financial impact and/or customer impact.

Specifically, a critical business function is partially functional, or is functional via a work around at a limited capacity or has a trouble ticket which creates errors or anomalous results to customers and/or financials e.g. a rate for a city is incorrect, and bills are printing with incorrect information affecting a moderate number of customers.

1.8 “Restricted Level Trouble Tickets”

“Restricted Level Trouble Tickets” shall mean a trouble ticket which will be designated as Restricted priority in our agreed upon trouble ticket tracking tool and indicates business is operational but with either reduced performance, minor financial impact and/or customer impact.

Specifically, a business function has a slight restriction of functionality of a non-critical nature, or a work around is required to maintain normal operations, or a function has a defect which creates errors or anomalous results.

1.9 “Not Urgent Level Trouble Tickets”

“Not Urgent Level Trouble Tickets” shall mean a trouble ticket which will be designated as Not Urgent priority in our agreed upon trouble ticket tracking tool and indicates the component is fully functional and may only contain a cosmetic flaw, a misspelled or cryptic message, or a documented misinterpretation of functionality.

1.10 “New” Status

“New” status shall mean a status in our agreed upon trouble ticket tracking tool which is used as the initial status at the creation of a new trouble ticket by Client.

1.11 “Assigned” Status

“Assigned” status shall mean a status in our agreed upon trouble ticket tracking tool which is used when a trouble ticket is acknowledged and assigned to a specific resource. The Vertex manager changes the status when a resource has been assigned to work on the trouble ticket.

1.12 “Development Needed” Status

“Development Needed” status shall mean a status in our agreed upon trouble ticket tracking tool which is used when a trouble ticket requires development. Once the functional team has analyzed the issue and determined resolution requires a developer to complete resolution the functional team member will change the status or request the status be changed by the Vertex Manager.

1.13 “Ready for QA ” Status

“Ready for QA” status shall mean a status in our agreed upon trouble ticket tracking tool which is used when the fix for the trouble ticket has been placed in the test environment for Client testing. Vertex and/or Client can change the status of the trouble ticket once the transport to CIQ is complete.

This status will Stop the Clock.

1.14 “Workaround” Status

“Workaround” status shall mean a status in our agreed upon trouble ticket tracking tool which is used when the Vertex and Client Functional Leads have concurred on a workaround for the trouble ticket. Vertex and/or Client can change the status of the trouble ticket once there is mutual agreement on the workaround.

This status will Stop the Clock.

1.15 “Mutually Agreed Plan for Resolution” Status

“Mutually Agreed Plan for Resolution” status shall mean a status in our agreed upon trouble ticket tracking tool (“Agreed Plan” in the tool) which is used when the Vertex and Client Functional Leads have concurred on a solution for a trouble ticket and that correction is in process. Vertex and/or Client can change the status of the trouble ticket once there is mutual agreement on the solution.

This status will Stop the Clock.

1.16 “More Client Info Required” Status

“More Client Info Required” status shall mean a status in our agreed upon trouble ticket tracking tool (“More Client Info Req” in the tool) which is given when the Vertex consultant cannot diagnose/resolve the problem without additional information from the Client resource who initiated the trouble ticket. Vertex and/or Client can change the status of the trouble ticket once the need for more Client input is determined.

This status will Stop the Clock.

1.17 “Canceled” Status

“Canceled” status shall mean a status in our agreed upon trouble ticket tracking tool is assigned to a task which is determined to be no longer needed but was not closed through the formal resolution process. Vertex and/or Client can change the status of the trouble ticket once it is determined that the request is no longer needed.

This status will Stop the Clock.

1.18 “Closed” Status

This status is assigned to a task which is complete and has been closed through the formal resolution process. Client can change the status or request that Vertex change the status of the trouble ticket once the item is determined to be resolved.

This status will Stop the Clock.

1.19 “Ready for Deployment” Status

This status is assigned to a task which is complete and has been tested through QA and is ready to be deployed at the appropriate time.

This status will Stop the Clock.

Clarifications on Specific Details within Exhibit E

Each of the Service Levels defined in the table in Section 6 Designated Service Levels of Exhibit E includes a numerical cross reference in the first column; however, the formatting of the table in the Master Agreement does not allow these numbers to be viewed. For clarity, ease of reporting and discussing the Service Levels, the Client and Vertex agree and acknowledge that the Service Levels will be numbered and named as defined herein.

6.1. Bill Printing and Mailing Timeliness

6.2. Critical Processing Execution

6.3. Access to Supplier Internal Network

6.4. System Availability

6.5. System Responsiveness

6.6. System Reports

6.7. Interface Availability

6.8. Disaster Recovery

6.9. Scheduled Downtime

6.10. CIS Solution Support - Emergency

6.11. CIS Solution Support - Critical

6.12. CIS Solution Support - Restricted

6.13. CIS Solution Support – Not Urgent

The Client and Vertex agree to and acknowledge the following clarifications to the specified Service Levels.

6.1 Bill Print and Mailing Timeliness

Items which fall into Print Preview are not included in this metric.

6.2 Critical Processing Execution

The inventory of batch jobs to be monitored is listed in Attachment 1 with specified start by or completion times. All nightly batch jobs are to be completed by 7am except where specified.

6.3 Access to Supplier Internal Network

The Service Level Calculation does not include Client ping to Vertex router.

6.4 System Availability

This includes all production systems, i.e. CIP and BWP. The measurement period is 24 hours a day 7 days a week.

6.5 System Responsiveness

Client and Vertex have agreed that the Service Level Calculation should measure the 12 most critical business transactions executed. The inventory of the 12 transactions to be monitored is listed in Attachment 1. The report measuring this SLA will provide the percentage of each the transactions completed in less than or equal to 1 second and the percentage of each of the transactions completed in less than or equal to 4 seconds. The report does not distinguish between transactions performed during scheduled working hours and transactions performed outside of scheduled working hours.

6.6 System Reports

The actual number of reports to be tracked is significantly less than the list from the contract because a number of reports are user initiated transactions or obtained from the BI system by users.

This SLA states "All system generated report print files received must be printed, sorted and/or distributed during the same Business Day". The reports are available to users for printing at their own request; therefore, distribution and printing are no longer required.

Attachment 1 identifies those reports generated by Vertex during batch processing which will be tracked for this SLA.

6.7 Interface Availability

This SLA covers outbound interface files produced by SAP, and does not include files which are inbound to SAP.

The list of interfaces and the respective delivery times are listed in Attachment 1.

6.9 Scheduled Downtime

Any maintenance can occur without notification between 2:00 am Sunday and 5:00 am Monday Eastern time. Any maintenance outside of that allocated time must be in the 3 month maintenance schedule notification.

Any changes to the published 3 month maintenance schedule must be made by Vertex and approved by Client 10 Business Days before that maintenance is to occur or SLA will not be met. Should there be an occasion where maintenance is requested with less than 10 Business Days notice, but Client approves the maintenance, the SLA will still be met based on Client approval.

The following clarifications apply to all Trouble Ticket SLAs (6.10 CIS Solution Support – Emergency; 6.11 CIS Solution Support – Critical; 6.12 CIS Solution Support – Restricted; 6.13 CIS Solution Support – Not Urgent)

A trouble ticket Service Level report shall be created each month from our agreed upon trouble ticket tracking tool. The report will reflect date and time of creation, assignment, and activity by status.

The Service Level Calculation for each trouble ticket will consist of a calculation of the total number of hours or days a trouble ticket is open from the creation date and time (Status of "New") to the time it changes status to one of the following:

"Agreed Plan"
"Ready for QA"
"Workaround"
"More Client Info Required"
"Ready for Deployment"
"Canceled"
"Closed"

The above statuses will Stop the Clock. With the exception of "Closed" and "Canceled" statuses, a trouble ticket with one of the above statuses may return to the status of "Assigned" or "Development Needed", but may not return to a status of "New". The trouble ticket Service Level Calculation time equals the total time to resolve the trouble ticket from creation to resolution minus the Stop the Clock time.

The Service Level Calculations for each of the CIS Solution Support SLAs will be an average of the trouble tickets resolution times by level (priority) created during the period.

6.10 CIS Solution Support – Emergency

The Service Level Calculation language which states that "1 business hour to begin problem determination and corrective action" shall mean that Emergency level trouble tickets will be "Assigned" within 1 hour of creation.

The Service Level Calculation description for Emergency level trouble tickets defines that Emergency level trouble tickets shall be resolved in "24 business hours". Instead this should read "24 hours or less on average".

6.11 CIS Solution Support – Critical

The Service Level Calculation language which states that "Four (4) business hours to begin problem determination and corrective action" shall mean that Critical level trouble tickets will be "Assigned" within 4 hours of creation.

6.12 CIS Solution Support – Restricted

The Service Level Calculation language which states that "24 business hours to begin problem Determination and Corrective Action" shall mean that Restricted level trouble tickets will be "Assigned" within 24 hours of creation.

6.13 CIS Solution Support – Not Urgent

The Service Level Calculation language which states that "48 business hours to begin problem Determination and Corrective Action" shall mean that Not Urgent level trouble tickets will be "Assigned" within 48 hours of creation.

Section 7 – Review and Adjustment of Service Levels

Section 7 states "On an annual basis Client and Supplier may agree to adjust or change the Performance Credit and Incentive framework, including the components and the weighting factors, and/or adjust or change the Service Level for any given Service."

It is agreed that this annual review will occur the month of June during the life of the Master Agreement.

Section 9 – Performance Reporting Requirements

Section 9 states "Within five (5) Business Days after each Measurement Period, during the Term, Supplier shall present to Client a report or set of reports electronically that details Supplier's performance against the Service Levels during the Measurement Period."

The parties agree to change the reporting period from five (5) Business Days to ten (10) Business Days.

Attachment 1 to Memorandum of Understanding – Exhibit E Service Level Agreement

6.2 Critical Processing Batch Execution

Job Name/ Description	Completion Specifics
Regional Structure Update	Executed Upon Request
Itron Download	Complete By 2 PM EST
Check Returns (RITE)	Complete By 6 PM EST
ACH Return (PAY1)	Complete By 6 PM EST
Lockbox	Complete By 6 PM EST
Ebox	Complete By 6 PM EST
Itron File Upload	Nightly Batch to be completed by 7 AM Next Business Day
Create Notifications from Meter reading codes	Nightly Batch to be completed by 7 AM Next Business Day
Printing Letter for Skip codes meter reads	Nightly Batch to be completed by 7 AM Next Business Day
Printing Letter for Truck and Temporary meters	Nightly Batch to be completed by 7 AM Next Business Day
Update Master Data from GIS file	Nightly Batch to be completed by 7 AM Next Business Day
Mass Billing	Nightly Batch to be completed by 7 AM Next Business Day
Mass Invoicing	Nightly Batch to be completed by 7 AM Next Business Day
Mass Billprint	Nightly Batch to be completed by 7 AM Next Business Day
Mass Billprint Wholesale	Nightly Batch to be completed by 7 AM Next Business Day
EMMA Case Generation	Nightly Batch to be completed by 7 AM Next Business Day
Payment run – ACH Parameters Setting	Nightly Batch to be completed by 7 AM Next Business Day
Payment run - ACH	Nightly Batch to be completed by 7 AM Next Business Day
Payment run – Inter/Intra County Payments Parameters Creation	Nightly Batch to be completed by 7 AM Next Business Day
Payment run – Inter/Intra County Payments	Nightly Batch to be completed by 7 AM Next Business Day
Mass Account Maintenance - parameters	Nightly Batch to be completed by 7 AM Next Business Day
Mass Account Maintenance	Nightly Batch to be completed by 7 AM Next Business Day
Dunning Proposal	Nightly Batch to be completed by 7 AM Next Business Day
Dunning Activity	Nightly Batch to be completed by 7 AM Next Business Day
Create Disconnect Notification for Dunning	Nightly Batch to be completed by 7 AM Next Business Day
Close reconciliation keys	Nightly Batch to be completed by midnight
New payment lot reconciliation keys	Nightly Batch to be completed by midnight
New return lot reconciliation keys	Nightly Batch to be completed by midnight

Job Name/ Description	Completion Specifics
Dunning Phone List	Nightly Batch to be completed by 7 AM Next Business Day
Report of accounts that should have a lien filed	Nightly Batch to be completed by 7 AM Next Business Day
Report of uncollectable amounts to be submitted to municipalities	Nightly Batch to be completed by 7 AM Next Business Day
Removal of FOG dumping allowance	Nightly Batch to be completed by 7 AM Next Business Day
Letter Referring to County Attorney	Nightly Batch to be completed by 7 AM Next Business Day
Letter of Intent to Lien	Nightly Batch to be completed by 7 AM Next Business Day
Request for Security Deposit	Nightly Batch to be completed by 7 AM Next Business Day
Warning Letter	Nightly Batch to be completed by 7 AM Next Business Day
Delinquent Bills	Nightly Batch to be completed by 7 AM Next Business Day
Transfer of reconciliation keys to GL	Start after 11 PM EST & Complete by midnight
Business Area Balancing	Start after 11 PM EST & Complete by midnight
County GL Transfer	Start after 11 PM EST & Complete by midnight
Report of Daily Transactions to municipalities	Start after 11 PM EST & Complete by midnight

6.5 System Responsiveness

Transaction Codes	Transaction Code Description
CIC0	Customer Service Screen
EG33	Technical Install
EG34	Billing Install
EG35	Billing Removal
EG36	Technical Removal
EL28	Single Entry Meter Read
EL29	Correct Plausible
FP06	Posting Payments to Arrears charges / Account Maintenance
FP08	Reversing Document
FP25	Posting Payments thru Check Lots
FPCJ	Posting Payments thru Cash Journal
TBD	An additional transaction will be added at a later date.

6.6 System Reports

Report Name	Source	Delivery Time
R-FI001 - Accounts to have Lien	Nightly Batch	8:00 a.m. EST Next Business day
R-FI006 - Dunning Notify Municipality of Uncollectible	Nightly Batch	8:00 a.m. EST Next Business day
R-F1009 - Dunning Remove FOG Dumping Allowance	Nightly Batch	8:00 a.m. EST Next Business day
R-FI014 - Generic Reporting for Dunning Activities	Nightly Batch	8:00 a.m. EST Next Business day

6.7 Interface Availability

Outbound Files	Description	Frequency / Cut Off
Phone Master	File of phone numbers and account in the dunning process to receive automatic phone call	Produced during nightly Batch processing. Delivered to Client by 8:00 a.m. EST Next Business Day following file creation
ACH Outbound	Payment file to Wachovia for customers on ACH	Produced during nightly batch processing. Delivered to Wachovia by 6:00 a.m. EST following file creation
Utilog	A/R file for internal Client - Oracle	Produced during nightly Batch processing. Delivered to Client by midnight
Intra/Inter (EFI010)	A/R file for internal County GL	Produced during nightly Batch processing. Delivered to Client by midnight
GL	Daily/Monthly/Annual Postings sent to county GL system	Produced during nightly Batch processing. Delivered to Client by midnight
XDF	Kurbra Bill Print File	Produced during nightly Batch processing. Delivered to Kubra by 11:00 p.m. EST same Business Day file is created.
Download	Meter Reading Orders sent to MVRS	Produced during daily Batch processing. Delivered to Client by 2pm same Business Day file is created.
Create WO PM003	Maximo to obtain SVN info from SAP	Deliver to Client when created.
SAP/Maximo Synch - PM007	SAP produces file for Maximo with synch information	Deliver to Client when created.

Amendment 1
Effective June 28, 2010
to
SOFTWARE END-USER LICENSE AGREEMENT effective December 6, 2006 ("Agreement")
between
SAP PUBLIC SERVICES, INC. ("SAP")
and
Pinellas County ("Licensee")

This Amendment 1 modifies the above referenced Agreement between the parties. In any instance in which a provision of this Amendment 1 contradicts or is inconsistent with the provisions of the Agreement, the provisions of this Amendment 1 shall prevail and govern.

Purpose: The purpose of this Amendment 1 is to replace Section 1.10 in its entirety. Accordingly, Section 1.10 is deleted in its entirety and replaced with the following:

1.10. "Territory" means the United States of America and India.

EXCEPT AS HEREIN PROVIDED, NONE OF THE PROVISIONS OF THE AGREEMENT SHALL BE AFFECTED BY THIS AMENDMENT 1.

Accepted by:

SAP Public Services, Inc.
(SAP)

By: _____



CHRIS PFENDNER

Title: _____

SENIOR DIRECTOR, CONTRACTS

Date: _____

8/02/10

T.D.

Accepted by:

Pinellas County
(Licensee)

By: _____

Title: _____

Date: _____

