



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** April 26, 2011  
**AGENDA ITEM NO.** 7

**Consent Agenda**

**Regular Agenda**

**Public Hearing**

**County Administrator's Signature**

**Subject:**

Fourth Amendment to the Agreement for 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 FOURTH AMENDMENT TO THE AGREEMENT FOR THE CUSTOMER INFORMATION SYSTEM (CIS) FOR PINELLAS COUNTY UTILITIES (PCU) WITH VERTEX DATA UTILITY SERVICES LLC D/B/A VERTEX BUSINESS SERVICES, (VERTEX) RICHARDSON, TEXAS.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION BY THE CONTRACTOR, THE CHAIRMAN BE AUTHORIZED TO SIGN THE FOURTH AMENDMENT TO THE AGREEMENT WITH VERTEX AND THE CLERK ATTEST.

IT IS ALSO RECOMMENDED THAT AFTER PROPER EXECUTION BY THE CONTRACTOR, THE CHAIRMAN BE AUTHORIZED TO SIGN AMENDMENT 1 TO APPENDIX 1 AND AMENDMENT 1 TO APPENDIX 3 OF THE SAP SOFTWARE LICENSE AGREEMENT AND THE CLERK ATTEST.

**Summary Explanation/Background:**

This Fourth Amendment to the agreement will modify the payment cycle associated with exhibit R of the CIS agreement with Vertex, (the SAP License and Maintenance Agreement - collectively the "County's SAP Software License Agreement") and permit a change from the current calendar year pay cycle to a fiscal year pay cycle for software maintenance fees to SAP to become effective FY 2011/2012. PCU has requested this change to align the software maintenance agreement with their current fiscal and budget years. The County will receive credit for fees paid under the current pay cycle.

Previous actions regarding this agreement in reverse chronological order are:

- September 21, 2010 - Board approved: Third Amendment to the agreement, combined with Amendment 1 to the SAP Software License agreement to clarify and define language in the agreements.
- July 15, 2009 - County Administrator approved: Second Amendment to the agreement for the assignment from Alliance Data Systems, Inc. (ADS) to Vertex.
- May 20, 2008 – Board approved: First Amendment to the agreement to add additional professional services.
- December 5, 2006 – Board award: Contract for Software, Customer Information System to Alliance Data Systems, Inc.

**Fiscal Impact**

The Fourth Amendment with Vertex, or the two Amendments with SAP do not have any financial impact to the approved award amount of \$14,240,139.08.

**Exhibits/Attachments Attached:**

1. Contract Review
2. Fourth Amendment to the Agreement
3. Amendment 1 to Appendix 1 (2-4-11TD) - SAP Software License Agreement
4. Amendment 1 to Appendix 3 (2-4-11TD) – SAP Software License Agreement



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

CATS NO.:  
36330

**PROJECT:** Fourth Amendment to the Agreement For Software, Customer Information System

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

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**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:** Please enter required liability coverage on pages:                      N/A                      **PRODUCT ONLY**

This is 60 MO service contract.                      Total Approved Expenditure : 14,240,139.08

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director Ruby McKenzie, PA	3/11/11			
2.	Utilities. LeeAnn Smedley- Div Mgr Steve Carroll- Fin Director Kevin Becotte, Int. Util Director	3/14/11 3/24/11 3/24	LAS SBC KB		

Using Dept please provide below information:  
 Yes, funding for this project is using grant Funding.     No, funding for this project 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.	Risk Management Director Attn: Will Davis (Check applicable box at right)	3/28/11			HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	3/30/11	CBW		
5.	Asst. County Administrator Attn: M. Woodard	4/1/11			
6.	Legal Attn: Michelle Wallace	4/1/11	MW		

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: **Ruby McKenzie** at Extension 43795  
 In order to meet the following schedule, please return your requirements to Purchasing by:

Revised 08/2010

TENTATIVE DATES
RFP Mail Out: n/a
RFP Opening: n/a
County Administrator Approval: tbd

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

This Fourth Amendment (the "Fourth Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Fourth 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 21<sup>st</sup>, 2009) are parties to an agreement entered into on December 6<sup>th</sup>, 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 two amendments between the County and SAP to the County's SAP Software License Agreement (via documents presently entitled "Amendment 1 to Appendix 1 - ( 2-4-11TD)", "Amendment 1 to Appendix 3 - ( 2-4-11TD)", or as such documents are ultimately renamed, if applicable, collectively, the "Amendments"). Upon such execution, County's SAP Software License Agreement will effectively be modified by SAP and the County in accordance with the Amendments. As this County SAP Software License Agreement is incorporated into the Agreement, this change between County and SAP will permit County to pay its Maintenance Fees to SAP upon the occurrence of October 1<sup>st</sup> each year beginning in 2011 instead of being payable on January 1<sup>st</sup> of each year. Pursuant to the last section of Exhibit C of the Agreement (immediately before Appendix A of such Exhibit C), County shall continue to reimburse Contractor for amounts paid by Contractor for Maintenance Fees on County's behalf to SAP under County's SAP Software License Agreement, as such payment dates have been modified by the herein referenced Amendments.

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

Vertex Business Services

PINELLAS COUNTY, FLORIDA

By and through its Board of County Commissioners

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

Commission Chair

\_\_\_\_\_  
(Printed Name and Title)

ATTEST:

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
(Attesting Witness' name / title)

By: \_\_\_\_\_  
(Attesting Witness' name / title)

APPROVED AS TO FORM:

Michelle Wallace  
Office of the County Attorney

Amendment 1  
To  
Appendix 1  
of the  
SAP PUBLIC SERVICES, INC. ("SAP")  
SOFTWARE LICENSE AGREEMENT with  
Pinellas County ("Licensee"),  
dated  
December, 6, 2006

This Amendment, effective as of \_\_\_\_\_, 2011 (the "Amendment 1 to Appendix 1 Effective Date"), modifies the above-referenced Appendix of the Agreement between the parties. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the Appendix, the provisions of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly.

SAP and Licensee agree that the Appendix to the Agreement is modified as follows:

The last two sentences of Section 6 Maintenance Fee and Payment are replaced in their entirety with:

"Maintenance Fees are invoiced on an annual basis effective October 1 of a calendar year and payable Net 45 days from date of invoice and in accord with Florida Statute 218.70 et. seq. Any Maintenance Fees due prior to October 1 are invoiced on a pro-rata basis for the given calendar year in effect."

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

Accepted By:  
SAP Public Services, Inc.  
(SAP)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted By:  
Pinellas County Board of County Commissioners  
(Licensee)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Amend)

*Michelle Wallace*

Amendment 1  
To  
Appendix 3  
of the  
SAP PUBLIC SERVICES, INC. ("SAP")  
SOFTWARE LICENSE AGREEMENT with  
Pinellas County ("Licensee"),  
dated  
December, 6, 2006

This Amendment, effective as of \_\_\_\_\_, 2011 (the "Amendment 1 to Appendix 3 Effective Date"), modifies the above-referenced Appendix between the parties. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the Appendix, the provisions of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly.

SAP and Licensee agree that the Appendix to the Agreement is modified as follows:

The last two sentences of Section 5.3 are replaced in their entirety with:

"Maintenance Fees are invoiced on an annual basis effective October 1 of a calendar year and payable Net 45 days from date of invoice and in accord with Florida Statute 218.70 et. seq. Any Maintenance Fees due prior to October 1 are invoiced on a pro-rata basis for the given calendar year in effect."

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

Accepted By:

SAP Public Services, Inc.  
(SAP)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted By:

Pinellas County Board of County Commissioners  
(Licensee)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Amend)

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
by Michelle Wallace  
Attorney