



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.11.

10/24/2023

Subject:

Approval, re: Amendment to Existing SAP Professional Services Agreement and Approval of Order Form for General Ledger Migration Project as part of the SAP HANA Database Migration

Fiscal Impact:

\$322,187.20

Dept/Office:

Information Technology

Requested Action:

It is requested the Board of County Commissioners: (1) Amend the existing Professional Services Agreement with SAP Public Services, Inc., (f/k/a SAP America Public Sector, Inc.) to incorporate contract provisions required by Florida law; (2) Approve SAP Order Form No. 30538658 for the SAP Finance Module General Ledger (GL) migration as an integral step of the technical SAP S/4 HANA migration project; and (3) Authorize the County Manager to execute the Amendment and Order Form. In addition, any subsequent related Order Forms, Agreements, Task Orders, Change Orders, Modifications, and Amendments.

Summary Explanation and Background:

In August 2019 the Information Technology Department received approval from the Board to amend the software and support agreement with SAP (the County's Enterprise Resource Planning application) in preparation for the multi-year process of migrating the legacy SAP ECC 6.0 version that will become obsolete by 2027 to the new SAP S/4 HANA version.

This SAP Order Form for the recommended approach of completing the New G/L feature is a step in the above-mentioned multi-year process to migrate our SAP software to the S/4 HANA version. The G/L module is essential and contains the data source for the County's financial and management procedures. Therefore, to ensure success, this project will be guided and administered by the experts in SAP. The attached SAP Order Form No. 305038658 has been reviewed by the County Attorney's Office, Risk Management, and Purchasing Services. Also attached is a copy of the existing SAP Professional Services Agreement.

Clerk to the Board Instructions:

If approved by the Board, please send Board Memo and executed SAP Order Form to the Information Technology Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

October 25, 2023

M E M O R A N D U M

TO: Jeff McKnight, Information Technology Director

RE: Item F.11., Approval of Amendment to Existing SAP Professional Services Agreement, and Approval of Order Form for General Ledger Migration Project as part of the SAP HANA Database Migration

The Board of County Commissioners, in regular session on October 24, 2023, approved and authorized the Chair to execute the Amendment to existing Professional Services Agreement with SAP Public Services, Inc. (f/k/a SAP America Public Sector, Inc.) to incorporate contract provisions required by Florida law; approved SAP Order Form No. 30538658 for the SAP Finance Module General Ledger (GL) migration as an integral step of the technical SAP S/4 HANA migration project; and authorized the County Manager to execute the Amendment and Order Form, and any subsequent related order forms, agreements, task orders, change orders, modifications, and amendments. Enclosed is the executed Amendment and Order Form.

Upon execution by SAP Public Services, Inc., please forward a fully-executed Amendment and Order Form to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Donna Scott
Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: County Manager
Contracts Administration
Finance
Budget

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
BREVARD COUNTY, FLORIDA, AND
SAP PUBLIC SERVICES, INC. (f/k/a SAP AMERICA PUBLIC SECTOR, INC.)**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into the date of last signature below by and between SAP PUBLIC SERVICES, INC., ("SAP") and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County" or "Licensee").

WHEREAS, the County and SAP entered into that certain professional services agreement with an effective date of November 23, 1998, which is incorporated herein by this reference ("PSA"); and

WHEREAS, due to changes to statutory requirements under Florida law, certain provisions must be included in the PSA.

Now, therefore, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. New Section 9.11 *Employment Verification and Unauthorized Alien Workers* is created in the PSA, and shall read as follows:

9.11 Employment Verification. Each Party:

- (a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement; and
- (b) shall expressly require any of its respective subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and
- (c) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the other Party consistent with the terms of such Party's enrollment in the program. This includes maintaining a copy of proof of its and any of its respective subcontractors' enrollment in the E-Verify program.

Compliance with the terms of this section is made an express condition of this Agreement. This Agreement shall be terminated if either Party hereto has a good faith belief that the other Party, or its agent(s), knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the County has a good faith belief that an SAP subcontractor knowingly violated Section 448.095(5), Florida Statutes, but SAP otherwise complied with said subsection, then the County shall promptly notify SAP and order SAP to promptly terminate the contract with its subcontractor.

Neither Party may be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, such Party hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

County will not intentionally award publicly funded agreements to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act).

3. New Section 9.12 *Scrutinized Companies* is created in the PSA, and shall read as follows:

Section 9.12 Scrutinized Companies. SAP certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, County may terminate this Agreement at its sole option if SAP or its subcontractors are found to have submitted a false certification; or if SAP or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If the order form or statement of work which forms the Agreement is for more than one million dollars, SAP certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, County may terminate this Agreement at its sole option if SAP, its affiliates, or its subcontractors are found to have submitted a false certification; or if SAP, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

SAP agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

4. New Section 9.13 *Public Records* is created in the PSA, and shall read as follows:

Section 9.13 Public Records.

The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. If the materials provided by SAP do not fall under a specific exemption, under Florida or federal law, said materials provided by SAP to the County would have to be provided to anyone making a public records request. It will be SAP's duty to identify the information which it deems is exempt/confidential under Florida/federal law which exempts that information. If a record is marked "exempt" or "confidential" by SAP, or its subcontractors, SAP deems such document exempt and/or confidential as provided under Florida law, including, but not limited to, Section 815.045, Florida Statutes, and Chapter 119, Florida Statutes.

Should any person or entity make a public request of the County, which requires or would require the County to allow inspection or provide copies of records which SAP maintains are exempt from Public Records Law or are confidential, it shall be SAP's obligation to provide the County within 72 hours (not including weekends and legal holidays), of written notification by the County to SAP of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by SAP to the County, which SAP maintains are exempt or confidential from such inspection/production as a public record, then SAP shall hire and compensate attorney(s) who shall represent the interest of the County as well as SAP in defending such action. To the extent SAP defends such action and to the extent SAP maintains such records are exempt or confidential, SAP shall also pay costs to defend such action and shall pay

the costs and attorney fees assessed to the County which are finally awarded pursuant to Section 119.12, Florida Statutes.

IF SAP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SAP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE INFORMATION TECHNOLOGY DEPARTMENT: OFFICE PHONE (321) 617-7395, ALICE.COLON@BREVARDFL.GOV, 2725 JUDGE FRAN JAMIESON WAY, SUITE C-203, VIERA, FL 32940.

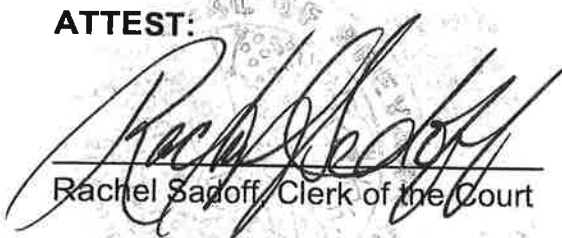
5. **Incorporation.** Unless otherwise provided for herein, all terms and conditions of the PSA, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Amendment shall remain in full force and effect.
6. **Severability.** In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Amendment null and void, the remaining parts of this Amendment shall continue in full force and effect as though such sentence, provision, paragraph, or section was omitted from this Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Amendment to be executed by their duly authorized representatives. This Amendment may be executed in counterparts, each of which shall be deemed an original and, together shall constitute an original executed contract.

ATTEST:


Rachel Sadoff, Clerk of the Court

BREVARD COUNTY, FLORIDA

By: 
Rita Pritchett, Chair

Date: OCT 24 2023

As approved by the Board 10/24/2023.

WITNESS

Signature

Print Name

**SAP PUBLIC SERVICES, INC.
(f/k/a SAP AMERICA PUBLIC SECTOR, INC.)**

Signature: _____

Print name: _____

Title: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the Effective Date defined below by and between SAP America Public Sector, Inc. a Delaware corporation, with offices at The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Ave., NW, Suite 500/North Tower/Grey, Washington, DC 20004, (hereinafter "SAP") and Brevard County, Florida, a political subdivision of the State of Florida with offices at 2725 Judge Jamieson Way, Viera, FL 32940 ("hereinafter "Licensee").

RECITAL

WHEREAS, Licensee requested proposals for an integrated financial software package under a request for proposal number P-1-8-10, dated February 16, 1998 and in response thereto acquired from SAP the right to use SAP R/3 Software System pursuant to the R/3 Software End-User License Agreement ("End-User Agreement") effective NOVEMBER 23, 1998, between SAP and Licensee. All terms set forth in the End-User Agreement and referred to herein shall have the same meaning as set forth in the End-User Agreement unless otherwise specifically modified by this Agreement.

WHEREAS, SAP provides, through its employees and third party contractors ("Consultants"), software consulting and professional services ("Services") in support of installation and implementation of the Software in the United States which Licensee desires to obtain.

NOW, THEREFORE, In consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Services To Be Performed. SAP will provide Consultants proficient in the installation and implementation of the applicable SAP Software at Licensee's direction in accordance with Statement(s) of Work that reference this Agreement and are attached hereto and made a part of this Agreement. All Services of the SAP Consultants will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis. The Statement(s) of Work more fully describes the scope, duration, and fees for the Services. Changes to any Statement of Work may be made upon prior written mutual agreement of the parties hereto.
2. Satisfaction with Performance. If at any time Licensee is dissatisfied with the material performance of an assigned Consultant, Licensee shall immediately report such dissatisfaction to SAP in writing and may request SAP to replace the Consultant. SAP shall use its reasonable discretion in accomplishing any such change.
3. Compensation of SAP. Services will be invoiced in accordance with the fees listed in or referenced in the Statement of Work, Schedules, Exhibits, or Attachments thereto, as applicable.
4. Taxes. The fees listed in the Statement of Work or Schedule thereto do not include federal, state or local sales, use, property, excise, services or other taxes now or hereafter levied. Licensee shall remit such taxes directly to the applicable taxing authorities. Any taxes or amounts in lieu thereof paid or payable by SAP in respect of any such taxes or the fees invoiced in accordance with this Agreement (excepting only taxes on net income) shall be for Licensee's account.
5. Term. This Agreement shall be effective as of the Effective Date, specified below, and shall remain in effect until terminated by either party. Licensee shall be liable for payment to SAP for all Services provided prior to the date of any such termination, in accord with the applicable Statement of Work.
6. Proprietary Information. Both parties shall handle Proprietary Information in accordance with the terms listed in the R/3 Software End-User Value Agreement.

7. Work Product.

7.1 All rights, title and interest in any Extension or Modification shall be governed by the terms set forth in the terms listed in the R/3 Software End-User Value Agreement.

7.2 Licensee agrees that any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and Products provided under this Agreement, whether or not developed for Licensee, are the exclusive property of SAP. SAP shall have the sole and exclusive right, title and ownership to such technology.

8. Limitation of Liability and Indemnification.

8.1 ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS CONSULTANTS BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID HEREUNDER OR BE LAIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 The Limitation of Liability set forth in item 8.1 above does not apply to tangible property damage, or personal injury, including death, caused by the gross negligence of SAP. SAP agrees to indemnify, defend and hold harmless Licensee from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable attorney fees) that Licensee may incur for injury to or death of persons caused by SAP's gross negligence while providing Services on Licensee's site under this Agreement. With respect to tangible property damage caused by SAP's gross negligence, such indemnity shall be limited to the extent of SAP's insurance coverage.

9. General Provisions.

9.1 This Agreement is a personal services agreement and the performance of any obligation hereunder may not be assigned, delegated or otherwise transferred by either party, provided however, that SAP may assign all or part of the work to be performed under this Agreement to a qualified third party.

9.2 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

9.3 The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that is has or may have hereunder operated as a waiver of any breach or default by the other party.

9.4 Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified, and addressed to the other party at the address first set forth above.

9.5 The relationship of SAP and Licensee established by this Agreement is that of an independent contractor.

9.6 Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of SAP or its Consultants including but not limited to Acts of God, fire, flood disaster etc., shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

9.7 During the term of this Agreement and for a period of one (1) year thereafter, Licensee will not directly solicit or hire any Consultant assigned by SAP to perform any of the Service to be provided hereunder. In the event Licensee does hire any such employee without SAP's prior written consent, Licensee will be invoiced at a rate of twenty-five percent (25%) of the employee's annual salary and benefits and Licensee shall make payment within thirty (30) days of date of invoice.

9.8 For Services requiring SAP's presence on any Licensee property. SAP shall during the term of this Agreement and until completion thereof, provide and maintain the following insurance:

a). SAP shall carry workers compensation insurance and liability insurance to protect the from injury sustained by reason of carrying on the work involved in this Agreement.

b). SAP shall carry and maintain during the life of this contract workers compensation and employers liability insurance meeting the requirements of the Florida Workers Compensation Law on all SAP's employees and in the case of any work sublet. SAP shall require subcontractors similarly to provide workers compensation insurance for all of their employees unless such employees are covered by SAP's workers compensation policy. All independent subcontractors must also provide proof of being covered under a workers compensation policy.

c). SAP shall carry and maintain during the life of this contract liability insurance protecting the public from injury or property damages sustained by reason of carrying on the work involved in this contract. The certificate and/or policy shall specifically evidence the following forms of insurance protection.

1. Public liability insurance covering all operations performed by persons directly employed by SAP.
2. Public liability insurance covering all operations performed by any subcontractors to whom a portion of the work may be assigned.
3. Public liability insurance covering all work on the contract performed by any independent subcontractor working under the direction of either the principal SAP or a subcontractor.
4. Automobile bodily injury insurance and property damage insurance on all owned, hired and non-owned motor vehicles employed on the work by SAP.
5. Errors and Omissions Insurance covering all work performed by SAP, anyone directly employed by SAP.

d). The minimum Liability insurance required above under this contract shall have either a combined single limit of at least \$1,000,000 for bodily injury and property damage per occurrence or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. The limits of said insurance shall not however, be a limit of the liability of SAP here under.

e). The insurance required by this contract shall be written by non-assessable insurance companies who are rated "B" or better according to the most recent edition of Best's Key Rating Guide and shall be licensed to do business in the State of Florida.

f). The County, its officers and employees shall be named as additional insured on SAP's General Liability Insurance policies and certificates of insurance.

g). SAP shall furnish the County with certificates of insurance. These certificates shall contain a provision that the insurance company shall provide for thirty (30) days written notice prior to expiration, cancellation or material change to be

sent via certified mail to the Brevard County Government, Gino Butto, Director, Information/Communications Systems Dept. Bldg. C. 2nd Floor, 2725 Judge Fran Jamieson Way, Melbourne, FL 3240.

b). All certificates of insurance shall be signed with an original penned signature of the agent and include the typed name of the agent and agency, address, and phone number. Signature stamps shall not be used on the certificates. All insurance documents must be approved by the County Attorney.

Before commencing any performance under this Agreement, SAP shall deliver the Certificates of Insurance of the County certifying that the policies stipulated above are in full force and effect.

9.9 Governing Law.. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation to enforce the terms of this Agreement, or any of the Statements of Work, Exhibits or Schedules hereto, each party shall bear its own attorneys fees and costs, unless otherwise specifically provided for in an indemnification provision, but only with respect to the covenants addressed in the indemnity clause. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.10 This Agreement, including all applicable Statements of Work and Schedules thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing and signed by the parties. In the event of any inconsistencies between the Agreement and a Statement of Work, the Statement of Work shall take precedence over the Agreement. Any purchase order or other document issued by Licensee is for administrative convenience only. In the event of any conflict between the provisions of this Agreement, and any purchase order, the provisions of this Agreement shall prevail and govern and any additional terms in the purchase order or other document shall be inapplicable.

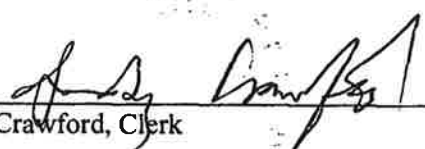
10. Survival. Sections 6, 7, 8 and 9.7 shall survive any termination of this Agreement.

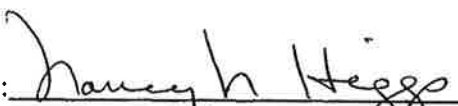
11. Effective Date. This Agreement shall be effective as of November 2, 1998 ("Effective Date").

IN WITNESS WHEREOF, the parties have so agreed as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:


Sandy Crawford, Clerk

By: 
~~Truman G. Scarborough, Jr., Chairman~~
(As approved by the Board on October 13, 1998)
Nancy Higgs, Vice Chairman

SAP America Public Sector, Inc.

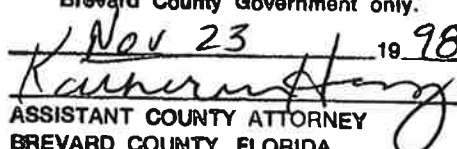
Signature: 

Print name: ROBERT M SALVUCCI

Title: PRESIDENT

Date: 12/17/98


APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
Brevard County Government only.

Nov 23 19 98

ASSISTANT COUNTY ATTORNEY
BREVARD COUNTY, FLORIDA



Order Form No. 305038658 ("Order Form")
CMS 3062537828
effective October 23, 2023 ("Effective Date")

between

SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073
(hereinafter "SAP")

and

Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940
(hereinafter "Customer")

Contact Person SAP John Hellmuth	Email: j.hellmuth@sap.com Telephone: 630-209-1515
Contact Person Customer Lois Boisseau	Email: lois.boisseau@brevardfl.gov Telephone: 321-537-6758

SAP and Customer agree that this Order Form is a binding agreement for Services governed by the Professional Services Agreement as entered into between SAP and Customer with effective date November 23, 1998, as amended in Amendment 1.5, dated October 24, 2023. Together this Order Form, the PSA, Amendment 1.5 to the PSA, and, to the extent the Services involve the processing of personal data, the Personal Data Processing Agreement for SAP Support and Professional Services ("DPA") made available on <http://sap.com/agreement-services-support-professional-services-dpa> form the Agreement. In the event of any inconsistencies between the PSA and any documents referred to therein or attachments thereto, this Order Form shall prevail. Customer acknowledges it has had the opportunity to review the DPA prior to executing this Order Form. SAP recommends Customer prints copies of the DPA for Customer's own records.

Capitalized terms in this Order Form but not defined will have the meaning defined in the General Terms and Conditions or applicable Service Description.

1. **SAP Services.** The Services to be delivered to Customer under this Order Form consists of the services specified in the applicable Service Descriptions and/or the Scope Documents attached to this Order Form.

The following table provides a summary of the applicable Scope Documents and Service Descriptions for the Services to be delivered under this Order Form:

Scope Document (Exhibit)	Service Description
Scope Document 1	New GL

2. **Invoicing.**

SAP will mail invoices to the following Customer billing address:

Accounts Payable
Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Unless otherwise stated herein, payment shall be made net thirty (30) days from the date of SAP's invoice.

SAP contact for invoice questions: John Hellmuth, j.hellmuth@sap.com, 630-209-1515

Customer contact for payment questions: Lois Boisseau, lois.boisseau@brevardfl.gov, 321-537-6758

3. **Fees and Payment Terms:**

Service Fees (excluding taxes, travel costs (costs of travel and overnight accommodation) and expenses under this Order Form, are:

3.1 Services Based on T&M

The Service Elements as specified in Scope Document 1 currently assigned and the associated Services Fees are as follows:

Service Element	Service Delivery Location (country)	Rate (hourly)	Estimated # of hours
Delivery Executive	USA	\$400.00	184
Functional/Technical Lead Services	USA	\$345.26	720

The estimated Services Fees for the Scope Document 1 are USD \$322,187.20 excluding travel and expenses. This estimate is for Customer's budgetary and SAP's resource scheduling purposes only and is non-binding. The estimate is based on the information provided by Customer to SAP and SAP's understanding of the Project scope, based on Customer information. The estimated fees, timeline and scope may be subject to change and the total actual amount of Services provided will be invoiced based on time (in hours if applicable) and material. Services Fees shall be payable monthly in arrears and payment is due net thirty (30) days from the date of SAP's invoice.

SAP reserves the right to change the rates to SAP's then current rates with thirty (30) days' notice. Any increased rate(s) shall not exceed the prior rate(s) plus an adjustment made for increases in the consumer price index plus 3%. CPI as used herein means U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics.

The Services will be provided between the Expected Start Date: November 1, 2023 and the Expected End Date: January 26, 2024.

The Expected Start Date and Expected End Date are estimated dates only. This Order Form will remain in effect until the Services agreed have been concluded unless otherwise agreed between the parties in writing.

The daily rate is based on eight hours of work daily. Overtime is compensated on a proportional basis. In general, SAP calculates time-and-a-half for deployments in Florida on weekends and holidays (public holidays in the state of FL or at the project location where works and services are being provided), as well as for night shifts (8:00 p.m. to 8:00 a.m.). SAP also calculates a minimum of four working hours per day for deployments.

4. **Service Location.** The primary location for the Services provided hereunder is identified by Customer as: 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("Service Location"). Customer agrees and understands that the calculation of Taxes may be affected by the Service Location.

Fees and other charges described in this Order Form do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to SAP at the execution of this Order Form. If SAP is required to pay taxes on behalf of the Customer, Customer shall reimburse SAP for such amounts. Customer hereby agrees to indemnify SAP for any taxes and related costs, interest and penalties incurred by SAP on behalf of the Customer. Customer also agrees to pay SAP for additional personal income tax amounts, if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at Customer's locations.

5. **Legal and regulatory matters.** SAP will not provide any advisory services regarding any of Customer's compliance with tax, legal or other regulatory matters. SAP Services will be limited to technical assistance based on requirements as specified by Customer. Customer is solely responsible for determining and validating its compliance with tax, legal and other regulatory matters.
6. **Term.** The term of this Order Form shall commence at the Effective Date and shall continue until all Services under this Order Form are completed or terminated ("Term").
7. **Validity of Offer.** The validity of this offer will expire on October 20, 2023 unless sooner executed by Customer and SAP, or extended in writing by SAP.



Accepted by:
SAP Public Services, Inc.
(SAP)

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:
Brevard County
(Customer)

By: Frank Abbate

Printed Name: Frank Abbate

Title: County Manager

Date: OCT 24 2023



Exhibit 1
to
Order Form 305038658
effective October 23, 2023 ("Effective Date")

Scope Document 1 - NewGL

This Scope Document is part of the Order Form.

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1. SCOPE OF SERVICES

1.1. Scope - The following items form the scope of the Services. The scope shall be confirmed in a fit-to-standard or validation workshop. SAP may consider requested changes to the scope to be a material change which is not in scope of the Services.

- a) Analyze New GL Migration Requirements
- b) Configure New GL Solution and Migration Cockpit
- c) Facilitate New GL functional testing with client
- d) Perform New GL Migration testing with Client
- e) Facilitate Data Validation and Acceptance of Results with Client
- f) Assist client with productive deployment of solution
- g) Knowledge transfer to client as requested

1.1.2. Functional Scope

The following SAP scope items form the functional scope of the Services. A scope item as referenced in the following is a unique unit of solution scope.

Scope Item Group	Scope Item/s (Business Process/s)
Finance: New General Ledger	New General Ledger Design Document Splitting Validation Transaction Processing Validation for all FI Impacts Integration Process Validation for Interfaces, or Downstream Processes Standard Reporting
Finance: New General Ledger Data Migration	New GL Back Office Questionnaire Validation, Schedule Coordination, Support Implementation and Configuration of New GL Migration Cockpit Execution and Support for Back Office SV and TV Services Execution of New GL Migration Test Cycles (2) and Productive Cutover

1.1.3. Development Scope of RICEFWs

a) The Services include the following development objects of reports, interfaces, conversions, exits (enhancements/ extensions), forms and workflows ("RICEFW").

Development Object	Description	Complexity Level (Low/ Medium/ High)
Reports	Migration of Existing Report Writer/Report Painter Key Reports (10) as determined during Explore using New GL Migration tools.	Low/ Medium
Interfaces	Provide assistance with analysis of existing financial interfaces to determine impacts and advise / recommend actions (no additional development)	Low
Conversions	N/A	N/A
Exits (Enhancements/ Extensions)	Definition and Implementation of required New GL Migration BADI objects necessary to meet solution requirements	Low/ Medium
Forms	N/A	

Development Object	Description	Complexity Level (Low/ Medium/ High)
Workflow	N/A	

1.2. Scope Boundaries and Conditions

1.2.1. Functional Scope Boundaries

- a) Company code/s: 2
- b) Number of Customer legal entities: 2
- c) Country/countries in scope: 1 US
- d) SAP to test currency: 1 (USD)
- e) System language/s: English only
- f) Language/s for all business data in the system: English only

1.2.2. Services Scope Assumptions

- a) Document splitting has been configured and is working correctly in SPL
- b) No additional custom fields in the New General Ledger
- c) Any data cleansing to be performed by customer
- d) SPL and GL reconcile, subledgers agree to balances, OIM accounts agree to balances
- e) Prior year will be closed prior to scheduled go-live
- f) Migration to New Asset Accounting is not in scope
- g) Basis activities to be performed by customer (notes, performance tuning)
- h) Development activities to be implemented by customer (minimal requirements - accelerators will be provided to client for review and installation)
- i) Test instance refresh schedule managed by customer
- j) Dedicated testing instance (full copy of production) available for testing
- k) Customer resources available for testing and UAT
- l) Knowledge Transfer and Documentation of Solution to be provided to Project Team
- m) End-User Training and Support to be provided by customer
- n) Any BW Reporting, Data Source Conversion to be performed by customer
- o) Migration Cockpit contract executed and installed by customer

1.3. Out of Scope

The following is out of scope, including without limitation:

- a) Any services not expressly listed in this Scope Document
- b) Subscription to any Cloud Services or purchase of SAP Software
- c) Any development of custom code (application logic/ features and updates or upgrades thereof)
- d) Any updates or upgrades to SAP products
- e) Programs or content to migrate data from legacy systems
- f) Data cleansing or data clean up
- g) Customer specific authorizations roles and security concepts
- h) Any changes required because of pre-existing Customer specific enhancements or developments
- i) Any changes required because of quality or values of Customer's master and transactional data

- j) Unit testing in any other environment besides the environment where the initial configuration was completed
- k) Training services, such as formalized training on SAP products for project team members, training for users or end user documentation

Customer shall fulfill the following prerequisites before the start of the Services, unless otherwise stated herein.

The following is out of scope, including without limitation:

- l) Any services not expressly listed in this Scope Document
- m) Subscription to any Cloud Services or purchase of SAP Software
- n) Any updates or upgrades to SAP products
- o) Analysis of as-is business processes
- p) Programs or content to migrate data from legacy systems
- q) Data cleansing or data clean up
- r) Customer specific authorizations roles and security concepts
- s) Any changes required because of pre-existing Customer specific enhancements or developments
- t) Any changes required because of quality or values of Customer's master and transactional data
- u) Unit testing in any other environment besides the environment where the initial configuration was completed
- v) Training services, such as formalized training on SAP products for project team members, training for users or end user documentation

2. APPROACH AND RACI

2.1. Methodology

Services will be delivered in accordance with the applicable phases of the SAP Activate methodology:

- a) **"Prepare Phase"**: After the Customer has discovered the solution capabilities in a previous phase, the Prepare Phase includes the initial planning and preparation activities to start the Services within the Customer project. In this phase, the project is started, plans are finalized, and the project team is assigned.
- b) **"Explore Phase"**: In the Explore Phase the project team conducts a fit-to-standard analysis to validate the solution functionality included in the Services scope and to verify that business requirements can be satisfied. Identified delta configuration values are added to the backlog (for use in the next phase or within a separate agreement).
- c) **"Realize Phase"**: In the Realize Phase, the project team uses a series of iterations to incrementally configure and test an integrated business and system environment that is based on the business scenarios and process requirements identified in the previous phase and captured in the backlog in accordance with the scope of Services. During this phase, data is loaded, adoption activities occur, and operations are planned.
- d) **"Deploy Phase"**: In the Deploy Phase, the SAP system is prepared for go live. The project team conducts final checks before cutover, confirms Customer organization readiness, and switches business operations to the Production System.

A subsequent run phase to further improve and automate the operability of the solution is not included in the scope of Services.

2.2. Responsibility Matrix

The Customer has overall accountability for the project. SAP and Customer agree on the following responsibility matrix for the key activities below.

- a) **Responsible (R)**: Charged with performing the activities. A mutually agreed project plan may define further details at the work unit level.
- b) **Accountable (A)**: Defines to whom R is accountable for seeing that the deliverable is produced and completed within the required time frame and quality standards. Also approves deliverable.
- c) **Consulted (C)**: Provides input on how to perform the activity and supports the execution of the activity.
- d) **Informed (I)**: Provided with information.

New GL Migration: Deliverables, Activities and Tasks	Customer	SAP
Define Project Organization, Project Plan, Timeline	A	R
Manage / Deliver IT Infrastructure	R	C

Define Customer Team Roles and Responsibilities	R	A
Conduct Requirements Gathering for Solution	A	R
Prepare Solution Documentation / Design Blueprint	A	R
Perform Solution Build and Unit Test – New GL Solution	A	R
Perform Technical Development – ABAP, Integrations, etc.	R	A
Perform Validation of FM Business Processes and Required Changes resulting from New GL Implementation	R	A
New GL Solution Approval and Acceptance	R	A
Procure Migration Cockpit and Coordinate Installation	R	A
Perform Analysis and Basis Performance Tuning, Application of OSS Notes, Index Creation, Job Scheduling, User Administration, System Administration Requirements	R	A
Define and Manage Reporting Requirements	A	R
Perform Report Development and BW/BI Enhancements	R	A
Perform Knowledge Transfer of Application to Customer Team	A	R
Perform Training for Application to End User Community	R	A
Perform System Integration Testing	R	A
Perform User Acceptance Testing	R	A
Acceptance Criteria and Go/No-Go Decision Approval	R	A
Data Validation (New GL and AA) / Sign Off	R	A
Perform Project Completion and Closure	R	A

3. SCHEDULE

The estimated duration for the Services is based on the following preliminary schedule.

Phase	Estimated Duration (Days/ Weeks)	Planned Start Date
Prepare	2 Weeks	Mutually agreed
Explore	4 Weeks	After completion of Prepare Phase
Realize	8 Weeks	After completion of Explore Phase
Deploy	2 Week	After completion of Realize Phase

SAP shall contact Customer after the Effective Date of the Order Form in order to schedule the start of the Services within the estimated start and end date as set forth in the Order Form.

SAP may require a lead time of up to 2 weeks to assemble a team. SAP reserves the right not to start the Services until SAP has assembled a team.

4. ORGANIZATION

4.1. SAP Team

The SAP team includes the following roles:

SAP Team / Role	Description	Level of Involvement
Delivery Executive		
New GL Migration Consultant	<ul style="list-style-type: none"> Conduct business requirements gathering and solution design. Perform application configuration. Prepare configuration documentation. Perform unit testing and solution validation with core team members. Perform knowledge transfer to core team members. Lead SIT and UAT test cycles Execute productive migration activities with customer at go-live. Provide hyper-care support. 	100% dedicated throughout the project. Services are delivered continuously through hyper-care and project closure.

Services are delivered remotely.

4.2. Customer Team

The Customer team includes the following key roles:

- Project Manager:** Single point of contact for SAP. Manages Customer project including Customer team, project plan, project status and decision-making process
- Business Lead:** Decision maker. Take responsibility for the Cloud Service satisfying the business needs. Owns business processes, approves the solution and is the key liaison between the Services, the Customer project and the business
- Business Subject Matter Experts:** The subject matter expert represents the business and will be involved in specification definition, issue resolution or data migration
- Functional Lead:** Undertakes configuration alongside SAP consultants
- Technical Lead:** Leads execution of activities that affect Customer systems and data
- End Users:** Nominated system end users that join the project to undertake testing and training

In cases where it is necessary to assign multiple resources to a single role, Customer shall clearly identify the responsibilities of each resource.

Customer is expected to staff the roles per the time allocations as required for the project or as recommended by SAP.

4.3. Governance

The Services will have sponsorship from Customer's senior management, who will be available on a timely and regular basis to monitor the progress and to act as a decision maker for policy decisions. To facilitate effective communication between SAP and Customer, an SAP and Customer status meeting to clarify open issues and questions will occur weekly unless a different periodic interval is mutually agreed to. To the extent required, Customer and SAP will work cooperatively at the start of the Services to establish a project governance model and a solution governance forum, including a documented issues management process to address any issues which arise on the Services. It will address the prioritization of these issues as well as an effective means for issue escalation and resolution.

SAP and Customer agree to use the model and guiding principles described below as a starting point.

- Project governance requires the establishment of a formal structure including an executive steering committee, a business advisory council, a project management office (PMO) and a structured project team.
- The intent of the governance structure is to provide visibility of project progress, interaction between the parties to resolve issues and visibility of any elements of the project which may impact either party's ability to perform its duties.
- The relationship will be maintained at a peer-to-peer level between Customer and SAP via scheduled and structured meetings and informal communication.
- Day-to-day issues shall be resolved by regular interactions between relevant individuals within each work stream and work stream managers.
- SAP and Customer will implement the following meeting schedule to address project management and governance:

Meeting	Frequency	SAP Attendees	Customer Attendees
Project Status/ Progress Meeting	Weekly	Delivery Executive New GL Migration Consultant	Customer Project Manager Business Lead
Issues Management/Risk Meeting	Monthly/ Weekly during Test Cycles	Delivery Executive	Customer Project Manager
Steering Committee	Monthly/ After each project milestone	Delivery Executive	Customer Project Sponsor Customer Project Manager
Solution Governance Forum/Design Authority	Weekly	Delivery Executive Subject Matter Experts as required	Business Lead

- f) Each decision made by a governance meeting that result in a change to this Agreement comes into effect once the relevant Change Request has been agreed.
- g) All defined governance meetings shall have a pre-defined formal agenda and minutes must be documented and distributed after each meeting.
- h) The nominated representatives from Customer and SAP appoint a substitute who has the authority to act on their behalf. SAP and Customer will take all reasonable steps to maintain continuity of their respective personnel within the governance structure.
- i) SAP provides project management documents for the Services (project plans, status reports etc.). Customer will review and confirm the usage of those documents.
- j) In case SAP provides a project management office (PMO) role, SAP will track issues, but SAP and Customer each remain responsible for identifying and managing their respective issues.
- k) On solution design, the solution governance forum is the highest authorized body in the project. It decides on deviations from SAP Best Practices and makes design decisions in solution areas that have implications across the SAP solutions, the modules in an SAP solution and with respect to SAP solutions and Customer's legacy systems.
- l) Each party recognizes that the governance structures may evolve as the relationship matures and that any changes made to the governance structure shall be agreed in written.

4.3.2. Escalation and Issue Management.

- a) In the event that any issues are not resolved by the responsible team, Customer and SAP shall be entitled to escalate issues which arise on the Services and an effective means for issue escalation and resolution in accordance with the following.

Escalation level	SAP Representative	Customer Representative	Proposed dispute time before escalation to the next level
1	Delivery Executive	Customer Project Manager	2 business days
2	Delivery Executive	Customer Program Manager	3 business days
3	Delivery Executive	Customer Executive Sponsor	2 business days

Types of issues may include:

- Situations that require attention and will impact cost, efforts, schedule, resources or the Services completion
- Unresolved action items

- c) Change Requests
- d) Lack of commitment or availability of project resources
- e) Unaccepted Deliverables

5. SAP DELIVERABLES

The following Deliverables shall be deemed completed and approved by Customer when the below completion criteria have been met unless a formal acceptance procedure is mentioned in here. In case a formal acceptance procedure for Deliverables is mentioned hereunder, those Deliverables are subject to the acceptance procedure as set forth in this Agreement. Acceptance of Deliverables (whether single Deliverables or a subset) shall be documented in accordance with an acceptance protocol provided by SAP. T&M payments are not tied to Deliverable acceptance.

5.1. Deliverables

Deliverable	Deliverable Description	Deliverable Completion Criteria
New GL Design Document	Document describing the New GL requirements and solution configuration	Customer approves document
Migration Cockpit Configuration Document	Document describing the Migration Cockpit configuration setup and phase details/results	Customer approves document
User Acceptance test of New GL Solution	Validation and signoff of the user acceptance test for New GL functionality – Exit criteria for promoting configuration to production instance	Customer validates that financial transactions are recorded and reported consistent with expectations and meet requirements
User Acceptance test of New GL Migration	Validation and signoff of the user acceptance test for New GL Migration – Exit Criteria for Production Migration to Proceed	Customer validates that financial data is consistent with expectations and meets requirements
User Signoff of New GL Migration Results	Customer acceptance of productive New GL migration results	Customer validates that financial data is consistent with expectations and meets requirements

6. CUSTOMER RESPONSIBILITIES

Customer shall cooperate with SAP in good faith so that SAP can deliver the Services. Customer's failure to meet or fulfil any of the specified responsibilities or requirements in this Agreement, can result in a delay of the provision of the Services or an increase of fees due.

In addition to the Customer responsibilities in the applicable terms and conditions, Customer shall fulfill, in particular, the following responsibilities:

General Customer Responsibilities

- a) Customer is responsible for the overall management of Customer's project and controls the project realization, process, scope, costs, Customer resources and targeted solutions.
- b) Customer shall staff the listed Customer team roles with the requisite skills and knowledge and assign all necessary IT and business resources to complete Customer activities.

- c) Customer shall use reasonable efforts to minimize the change in personnel throughout the duration of the Services.
- d) If Customer involves third-parties, Customer shall manage any third-party resources and be responsible for their acts and omissions.
- e) Customer shall supply SAP with the names and contact information of key Customer and third-party resources.
- f) Customer shall be fully responsible for organizational change management of all affected departments.
- g) Customer shall fulfill and provide listed prerequisites required to perform the Services.
- h) Customer shall be fully responsible for technology infrastructure that is on premise or hosted by a third party. This includes but is not limited to SAP infrastructure, network and system administration, security, periodic backup and restore activities as required, and server and storage hardware. Required systems shall be available throughout the Services.
- i) If required to perform the Services, Customer shall enable the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols.
- j) If the Services are performed at Customer's site, Customer agrees to provide SAP with adequate workspaces as necessary for the duration of the Services. The meeting rooms shall include miscellaneous office supplies as needed. Sufficient temporary desks, or "hot desks", shall be available to enable each SAP team member to have a desk for each onsite day. SAP team members shall have identification material and necessary access to the workspaces, buildings and systems during and after normal business hours, on weekends, and on holidays. Limitation of SAP team members access during these times may reduce SAP's ability to maintain the proposed schedule. Workspaces of the SAP resources must be physically separated from the workspaces of the Customer team members. None of the SAP resources shall have keys for these workspaces.
- k) Customer shall provide technical advice regarding any third-party systems accessible to the SAP team.
- l) If required to perform the Services, Customer shall review applicable SAP learning materials.
- m) Customer shall comply with any relevant governmental and regulatory requirements.
- n) Customer shall sign off the completion of the Services in written form upon request.

7. ASSUMPTIONS

- a) If not otherwise agreed, the project language and corresponding documentation is English. SAP documentation will be delivered in English only.
- b) If not otherwise agreed, Services are provided from Monday through Friday on normal business hours (between 8:00 a.m. – 6:00 p.m.), in accordance with SAP recognized holidays, observed by SAP's registered office.
- c) Services are based on a predefined scope and delivery model. In performing the Services, SAP
 - i. Will follow applicable parts of the SAP Activate standard methodology for the implementation of and transition to SAP solutions
 - ii. May utilize project accelerators
 - iii. May use software and tools ("**Tools**") for which all rights of authorship remain with SAP or SAP SE. In case Tools are copied to Customer's system, Tools and all permitted copies thereof must be deleted at the end of the Services. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use such Tools for any other remaining purpose. Tools are provided on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Services.
- d) Knowledge transfer does not replace the necessity for formalized training on the solution(s) which may be available through separate SAP agreements.
- e) The estimated timelines are based on continuous availability of systems (if required) as well as Customer fulfilling their prerequisites and responsibilities as set forth herein.
- f) Any changes to the scope of Services, whether requested during or after the Services term shall be subject to a Change Request or separate Services agreement in consideration of additional fees.



Exhibit 2

To
Order Form
SAP Reference No. 305038658
effective October 23, 2023 (Order Form Effective Date)

Change Request Procedure
Effective Date of Change Order: _____

1. Describe the requested change:

2. Define the impact, if any, on existing Services and/or Deliverables (if any):

3. Define additional Services required as a result of the requested change, if any:

4. Define the impact, if any, to the existing Project plan. Provide an updated Project plan if appropriate.

5. Provide an updated Services and payment schedule, if appropriate.

Accepted by:
SAP Public Services, Inc.
(SAP)

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:
Brevard County
(Customer)

By: Frank Abbate

Printed Name: Frank Abbate

Title: County Manager

Date: OCT 24 2023