



SUBJECT: Addendum to BS&A Agreement for migration of Work Order and Inventory modules to the Cloud

ACTION REQUESTED: Approval/Denial of Addendum to BS&A Agreement for migration of Work Order and Inventory modules to the Cloud, contingent upon legal review.

REQUESTED BY: Matthew Converse, Finance Director

SUPPORTING DOCUMENTS: No

SUMMARY

On October 7, 2019, City Commission awarded a contract to BS&A to be the City's Enterprise Resource Planning (ERP) system. On October 17, 2022, City Commission approved the migration of the ERP to cloud based hosting. At the time of the initial migration to the cloud, the inventory module was still in development. The work order module is tightly interwoven with the inventory module, so the decision was made to exclude the migration of the work order module until the completion of the inventory module. BS&A has completed development and beta testing of the inventory module and began live roll outs in August 2025.

Migration of the work order and inventory modules to the cloud will increase consistency in operations, increase security, and increase integration of city records.

Staff is requesting approval to engage in an agreement for the migration of the work order and inventory modules in the amount of \$18,905, which includes \$11,105 in annual costs and \$7,800 in one-time implementation costs, and contingent upon legal review.

SOFTWARE AS A SERVICE ADDENDUM

This Software as a Service ("SaaS") Addendum including attached Exhibits ("Addendum"), including the attached Exhibits entered into by and between BS&A Software LLC ("BSA") a Delaware corporation and the **City of Safety Harbor, Pinella County FL** ("Customer") effective the date of the signature of the last Party to sign the Addendum ("Effective Date"). Each party to the Addendum is referred to as a "Party" and the parties, collectively, are referred to as "Parties".

This Addendum modifies the previous SaaS Agreement ("Agreement") between the Parties to include the subscription to additional BSA Software Products, as shown in Exhibit 1 to this Addendum.

1. Scope of Use.

Subject to the terms and conditions of the Agreement, as modified by this Addendum, and during the subscription term for the additional modules shown in Exhibit 1 to this Addendum, Customer may use the included BSA Software Products solely for Customer's internal business purposes.

2. SaaS Fees.

Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the fees set forth in Schedule A to Exhibit 1 in addition to the fees previously stated in the Agreement. SaaS fees stated in Schedule A to Exhibit 1 shall be prorated for the initial year to align with the scheduled billing for existing modules. The exact prorated amount will be known and determined at the time that the Subscription Start Date for the modules from this Addendum is determined.

3. Differences from SaaS Agreement.

- 3.1. The Limited Professional Services Warranty shall apply separately to the Professional Services rendered under the Agreement and those rendered under this Addendum.
- 3.2. The Maintenance and Support for BSA Software Products subscribed to under this Addendum shall be modified to state that the initial subscription fee for the BSA Software Products, as shown in Exhibit 1 shall be prorated from the prices stated in Exhibit 1 based upon the number of months from the Subscription Start Date until the next renewal period in order to align the billing schedule of the BSA Software Products subscribed to under this Addendum with those subscribed to under the Agreement.
- 3.3. The Maintenance and Support for BSA Software Products subscribed to under this Addendum shall additionally be modified to state that the SaaS fees will for the BSA Software Products, as shown in Schedule 2 will be payable with the next scheduled renewal of existing BSA Software Products.
- 3.4. The Maintenance and Support for BSA Software Products subscribed to under this Addendum, shall additionally be modified to state that the SaaS fees for modules purchased under this Addendum will not change until the next renewal period after the Subscription Start Date for the BSA Software Products purchased under this Addendum. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than the greater of (i) five percent (5%) or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then current Term.
- 3.5. The Limitation on Liability and Damages shall apply separately to the BSA Software Products subscribed to in the Agreement and those subscribed to in this Addendum.
- 3.6. The Contract Term for this Addendum shall extend from the Activation Date of the modules subscribed to under this Addendum, until the renewal period for the BSA Software Products previously subscribed to under the Agreement and prior Addendums.

4. **Addendum Documents and Order of Precedence.** The text of the Agreement, as modified by this Addendum, shall control over any inconsistent text in any of the Exhibits or Schedules. The Addendum includes the following Exhibits and Schedules.

Exhibit 1 – Payment Terms Generally

Schedule A to Exhibit 1 – SaaS/Interface/Customization Fees

Schedule B to Exhibit 2 – Professional Service Fees

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING THIS ADDENDUM HAS BEEN AUTHORIZED TO DO SO.

BS&A SOFTWARE LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAFETY HARBOR, PINELLAS COUNTY FL

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT 1

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$3,900 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule B.
4. BSA shall invoice Customer \$11,105 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule A.
5. BSA shall invoice Customer \$3,900 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule B.

Schedule A to Exhibit 1

SaaS Fees

(Based on Quote 2888, dated 12/1/25)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules		
<hr/>		
Financial Management		
IM-Inventory Management		\$5,420.00
	Total	\$5,420.00
<hr/>		
Utility Billing		
WO-Work Orders		\$5,685.00
	Total	\$5,685.00
<hr/>		
	Subtotal	\$11,105.00

DRY

Schedule B to Exhibit 1

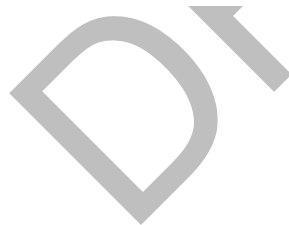
Professional Services Fees

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$7,800.00



Cost Totals

Upgrade Modules – <i>Annual Fee</i>	Subtotal	\$11,105.00
Upgrade Implementation	Subtotal	\$7,800.00

Total Proposed

\$18,905.00

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

- 1st Payment: **\$3,900** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$11,105** to be invoiced upon the subscription start date for upgrade modules.
- 3rd Payment: **\$3,900** to be invoiced upon completion of upgrade implementation.

DRAFT