

## 1.0 EXECUTIVE SUMMARY

The implementation project described in this Appendix 1 will result in the migration of Customer's data currently residing on an HP3000 system to a new Windows 2003 SQL Server environment. The migration will include all previously licensed and implemented modules and will span a project timeline of approximately six (6) months. Once the migration is finished, Customer and SunGard will implement new Software modules, including IFAS 7i, Workflow, Human Resources, Fixed Assets, Click, Drag and Drill and Imaging. The introduction and deployment of the new Software modules will span a project timeline of approximately six (6) additional months.

SunGard and Customer will use SunGard's proprietary OnTrack implementation methodology for this project. Following is a high level overview of the phases for this project.

### **Phase I - Migration**

- Update of MPE account (if needed)
- Install Software on Windows 2003/SQL servers
- Roll client data from MPE to SQL
- SunGard runs through a test plan on all modules
- SunGard and Customer resolve any discovered issues
- Customer Core User Orientation
- Client tests their specific business processes
- SunGard and Customer resolve any issues discovered
- Customer End User Orientation
- Final roll of data and backup of MPE
- Live on SQL Server (target of ~ 6 months)

### **Phase II – Updating Production Environment to most current, released version**

- Update Software to latest release in Test account (Windows 2003 / SQL test server)
- Client tests their specific business processes
- SunGard and Customer resolve any discovered issues
- Updates applied to Production account
- Live on latest release

### **Phase III – Implementation of New Modules**

- Implement New Modules
- Live on New Modules

## Migration Addendum to the Software License and Support Agreement

### I. License

This Addendum is by and between SunGard Bi-Tech LLC, hereinafter referred to as SunGard, and City of Rapid City, hereinafter referred to as Customer, for a non-transferable, non-exclusive, limited scope, term license to use SunGard's proprietary software modules as specified on Schedule Z, hereinafter "Modules".

The Customer is hereby granted the right to use the Modules licensed herein, in conjunction with SunGard's proprietary application software previously licensed from SunGard, collectively referred to as Software. Customer's Software use is limited by the number of Concurrent Users named in the original Software License and Support Agreement ("Agreement"), as it may have been amended, between SunGard and Customer. If Customer's Agreement does not limit the number of Concurrent Users, then this Addendum limits the number of Concurrent Users on all SunGard Software at 45 Concurrent Users.

The term of the license granted by this Addendum shall continue in perpetuity, however; SunGard's obligation with respect to warranties and indemnities shall cease to apply if Annual Support is terminated. SunGard shall have no liability with respect to Customer's use of the Software or services after Annual Support is terminated. Customer agrees that the Terms and Conditions stated in the original Agreement are applicable to the Software licensed in this Addendum. If any terms of this Addendum conflict with terms of the original Agreement, the terms herein shall take precedence. No title to or ownership of the Software or any of its parts is hereby transferred to the Customer and the Customer's right to use the Software shall at all times be subject to the restrictions set forth in the above mentioned Agreement and this Addendum. The license granted hereby does not include licensing for any third party product unless expressly stated herein.

### II. Software Licenses, Annual Support, Professional Services, and Third Party Products

The attached Schedule Z provides a detailed itemization of the Software Licenses, Annual Support, Professional Services, and Third Party Products to be provided hereunder.

This Addendum provides for migration of Software Modules previously licensed by Customer for use on Customer's HP3000 System to Customer's Windows 2000/SQL Server hardware.

The Professional Services provided under this Addendum are as specified on Schedule Z attached hereto, and will be scheduled by mutual agreement between SunGard and Customer. Customer will only be billed for Professional Services actually performed as those services occur. If services beyond those specified in Schedule Z are needed, they shall be offered at SunGard's then current service rates. Customer will reimburse SunGard for Travel, Meals, and Lodging expense associated to the delivery of services herein on a billed-as-incurred basis.

Customer shall have the option of purchasing Annual Support (for both previously licensed Software and Software licensed under this Addendum) is listed on Schedule Z. The new Annual Software Support fee begins upon Execution of this Addendum. Any Annual Support previously paid, but not yet used, shall be credited toward the new Annual Support Fee. Annual Support in future years shall be increased annually by the change in the Consumer Price Index (CPI) from the previous year, plus 2%.

Certain third party software products are named in Schedule Z. SunGard is an authorized reseller of these products. The third party products named in Schedule Z are subject to the

license terms of their respective developers. It is Customer's responsibility to remain current on maintenance and licensing compliance for third party products. Customer is aware that third party software developers may define a "user" differently than SunGard does for IFAS.

If not using ASP or RSP services, Customer agrees to attend appropriate database training courses offered by the database developer. These arrangements must be made directly with the database manufacturer.

If not using ASP or RSP services, Customer agrees to attend the Windows 2000/SQL Server system administration class offered by the hardware manufacturer. These arrangements must be made directly with the hardware manufacturer.

**III. Payment**

Payment shall be as follows:

<b>Due upon execution of Addendum:</b>	
IFAS License Fees	40,297
IFAS Software Annual Support	20,788
Hardware Fees	26,805
Hardware Annual Support	2,250
Third Party License Fees	23,337
Third Party Annual Support	1,615
<b>Total Due</b>	<u><b>\$ 115,092</b></u>
<b>To be billed as incurred:</b>	
Professional Services	195,450
<b>Total Due</b>	<u><b>\$ 195,450</b></u>
<b>Total of all Payments:</b>	<u><b>\$ 310,542</b></u>

If applicable, 100% of the sales/use tax due on the taxable amount for this Addendum.

<b>SunGard Bi-Tech LLC</b>	<b>City of Rapid City</b>
BY: _____	BY: _____
Printed Name: <u>Aaron Johnson</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: _____	Date: _____
SunGard Internal User:	
CS Initial of Approval _____	
PS Initial of Approval _____	

Schedule Z

To Software Migration Addendum  
 Itemized list of Software and Associated Professional Services

Summary Page

IFAS is licensed for 15 Concurrent Users

<b>Fees and Professional Services</b>	<b>Fee</b>	<b>1st Year Support</b>
IFAS Application Software License and Fees	\$40,297	\$20,788
IFAS Professional Services	\$195,450	
Third Party Products and Services	\$23,337	\$1,615
<b>Fees and Professional Services TOTAL</b>	<b>\$259,084</b>	<b>\$22,403</b>
	<b>\$281,487</b>	
<b>Selected Hardware and Services</b>	<b>Fee</b>	<b>Support</b>
1 SafetyNet Engine	3,225	750
1 Win2000 IFAS Production Application/SQL Server	12,500	1,500
1 Win2000 IFAS Test Application/SQL/7i Server	11,050	-
1 Windows OS Media	30	-
<b>Selected Hardware and Services TOTAL</b>	<b>\$26,805</b>	<b>\$2,250</b>
	<b>\$29,055</b>	
<b>IFAS Migration Quote TOTAL</b>	<b>\$285,889</b>	<b>\$24,653</b>
	<b>\$310,542</b>	

# IFAS Application Software Licenses

15 Concurrent Users

IFAS Application Software Licenses	License Status	List License Fee	Discount	License Fee	First Year Support Fee	Total Fees
<b>Finance</b>						
General Ledger	Licensed				3,600	3,600
Job/Project Ledger	New	5,714	1,143	4,571	1,029	5,600
Budgeting (Includes Budget Item Detail)	Licensed				823	823
Accounts Payable	Licensed				926	926
Accounts Receivable/Cash Receipts	Licensed				926	926
Bank Reconciliation	New	-	-	-	-	-
Purchasing	Licensed				1,332	1,332
Contract Management	New	4,657	931	3,726	838	4,564
Project Allocation	New	6,000	1,200	4,800	1,080	5,880
<b>HR &amp; Payroll</b>						
Payroll	Licensed				2,057	2,057
Timecard Online	New	-	-	-	-	-
Human Resources (Includes Position Budgeting)	Licensed				2,057	2,057
<b>Tools and Adjunct Software</b>						
Click, Drag, & Drill (Report Writer)	New	10,000	2,000	8,000	1,800	9,800
Easy Laser Forms	New	2,143	429	1,714	386	2,100
Documents Online	New	6,000	1,200	4,800	1,080	5,880
7i Architecture (Finance/HR)	New	15,857	3,171	12,686	2,854	15,540
<b>Total IFAS License Fees &amp; First Year Support Fees</b>		<b>\$50,371</b>	<b>\$10,074</b>	<b>\$40,297</b>	<b>\$20,788</b>	<b>\$61,085</b>

## IFAS Professional Services

IFAS Professional Services	License Status	Consult	Train	Data Convert	Task	Total
<b>Finance</b>						
General Ledger	Licensed	-	-	-	-	-
Job/Project Ledger	New	12	4	-	-	16
Budgeting (Includes Budget Item Detail)	Licensed	-	-	-	-	-
Accounts Payable	Licensed	-	-	-	-	-
Accounts Receivable/ Cash Receipts	Licensed	-	-	-	-	-
Bank Reconciliation	New	16	-	16	36	68
Purchasing	Licensed	-	-	-	-	-
Contract Management	New	24	8	-	-	32
Project Allocation	New	40	8	-	-	48
<b>HR &amp; Payroll</b>						
Payroll	Licensed	-	-	-	-	-
Timecard Online	New	-	32	-	-	32
Human Resources (Includes Position Budgeting)	Licensed	-	-	-	-	-
<b>Tools and Adjunct Software</b>						
Click, Drag, & Drill (Report Writer)	New	128	64	-	-	192
Easy Laser Forms	New	-	-	-	48	48
Documents Online	New	16	16	-	-	32
7i Architecture (Finance/HR)	New	-	64	-	-	64
Setup for Workflow, Nucleus, and Data Structures	New	70	28	-	-	98
<b>Subtotal Component Professional Services Hours</b>		306 hrs	224 hrs	16 hrs	84 hrs	630 hrs
<b>Subtotal Component Professional Services Fees</b>		\$45,900	\$33,600	\$2,400	\$12,600	\$94,500
<b>IFAS Project Professional Services</b>				<b>Rate</b>	<b>Hours</b>	<b>Cost</b>
Remote Account Management				Fixed Fee	N/A	6,000
Special Needs Consulting				150	48	7,200
Hardware Integration (Network/Workstations/Printers)				150	32	4,800
Network Review and Consulting				150	40	6,000
IFAS Installation and Initial Data Migration				Fixed Fee	N/A	12,000
SA/DBA Technical Training At Client Site				150	32	4,800
New Functionality Training: Financial Modules				150	80	12,000
Migrate Human Resources (SMARTDB to TRIAD)				150	233	34,950
Migrate Budget Item Detail (SMARTDB to TRIAD)				150	32	4,800
Final Data Migration				150	40	6,000
Test Account Creation/Set-Up				150	16	2,400
<b>Subtotal IFAS Project Professional Services</b>					553 hrs	\$100,950
<b>Grand Total IFAS Professional Services</b>					<b>1,183 hrs</b>	<b>\$195,450</b>

### Third Party Products

15 Concurrent Users

Third Party Products	License Fee	First Year Support	Professional Services	Users or Processors
SQL/Server Standard Edition (RDBMS) with 2 CPU(s)				
- SQL Server Standard Edition	10,378	-	-	2 cpu
Media for SQL Server	30	-	-	1 svr
D-ISAM96	312	-	-	2 usr
MKS Sys Admin Toolkit	450	-	-	1 svr
MKS Connectivity Suite	250	50	-	1 svr
QuerX for 7.5 Users	1,313	285	-	8 usr
Microfocus COBOL NetExpress 3.1				
- Net Express Run-Time License Bundles (10 seats ea.)	2,480	520	-	2 bdl
TEST: SQL/Server Standard with 20 CAL Users				
- SQL/Server Standard Edition (Base)	723	-	-	1 svr
- SQL/Server Client Access Licenses	3,160	-	-	20 usr
TEST: Media for SQL Server	30	-	-	1 svr
TEST: D-ISAM96	156	-	-	1 usr
TEST: MKS Sys Admin Toolkit	450	-	-	1 svr
TEST: MKS Connectivity Suite	250	50	-	1 svr
TEST: QuerX for 5 Users	875	190	-	5 usr
TEST: Microfocus COBOL NetExpress 3.1				
- Net Express Run-Time License Bundles (10 seats ea.)	2,480	520	-	2 bdl
<b>Total Third Party Products</b>	<b>\$23,337</b>	<b>\$1,615</b>		

# Summary of Hardware & Hardware Services

15 Concurrent Users

Summary of Hardware and Services	Hardware	Software	Professional Services	Total	1 Year Extended Warranty
1 SafetyNet Engine	1,900		600	2,500	
SunGard will provide a Windows server (known as a SafetyNet Engine) for support services use. The SafetyNet Engine requires a connection to the Internet with six (6) IP Addresses (1 externally visible) routable to the target server(s) being supported.. The unit includes a number of components, including 2 4-Ghz Intel Pentium 4 Processor with 512 Mb memory, Two (2) hot-swappable (mirrored) 73-Gb disc drives, Hot-swappable SCSI Adaptec 2120 RAID Controller, CD-ROM and Floppy Drives, Dual (2) 10/100/1000 Ethernet cards					
MS Windows 2003 Server Software w/5 Seats		725		725	
1 OneYear Extended Hardware Warranty (Renewable)					750
1 Win2000 IFAS Production Application/SQL/7i Server	10,750		300	11,050	
SunGard will provide (1) IFAS Production Application/SQL/7i Server. The unit is in a 19" 4U rackmount case with dual hot-swappable 500 watt power supplies. Dual (2) 3.06-Ghz Xeon Processors with 4 Gb memory. Seven (7) hot-swappable (mirrored) 73-Gb disc drives. Hot-swappable SCSI U320 RAID Controller DVD and Floppy Drives Dual (2) 10/100/1000 Ethernet cards. The network between the data server and the Windows 2003 Standard Server(s) should be 100 mb/second switched Ethernet.					
1 Win2000 IFAS Test Application/SQL/7i Server	10,750		300	11,050	
SunGard will provide (1) IFAS Test Application/SQL/7i Server The unit is in a 19" 4U rackmount case with dual hot-swappable 500 watt power supplies. Dual (2) 3 06-Ghz Xeon Processors with 4 Gb memory. Seven (7) hot-swappable (mirrored) 73-Gb disc drives Hot-swappable SCSI U320 RAID Controller. DVD and Floppy Drives. Dual (2) 10/100/1000 Ethernet cards. The network between the data server and the Windows 2003 Standard Server(s) should be 100 mb/second switched Ethernet.					
2 Windows 2003 Standard Server Software		1,450		1,450	
2 OneYear Extended Hardware Warranty (Renewable)					1,500
1 Windows OS Media		30	-	30	-
<b>Component Fees</b>	<b>\$23,400</b>	<b>\$2,205</b>	<b>\$1,200</b>	<b>\$26,805</b>	<b>\$2,250</b>
<b>Total Hardware and Services</b>					<b>\$29,055</b>