14

City of West Allis
Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0271	Resolution	In Committee

Resolution relative to accepting the proposal of Sungard HTE, Inc. for furnishing software licenses and training for implementation of an enterprise buisness software system for use by all City Departments.

Introduced: 9/16/2003

Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION Adopt, as amended

ACTION DATE: 9-16-03

	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
	✓	✓	Barczak	✓			
			Czaplewski	✓			
		✓	Kopplin	✓			
	✓		Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock				
			Trudell				
			Vitale				
			Weigel				
			TOTAL	5	—		

SIGNATURE OF COMMITTEE MEMBER (RECORDER)

Chair _____ Vice-Chair _____ Member _____

COMMON COUNCIL ACTION Adopt as amended

ACTION DATE: 9-16-03

	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
	✓		Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Sengstock	✓			
			Trudell	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	10	—		

Purch. Admin.
Finance
Joint

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL
2003

ADMINISTRATION AND FINANCE
Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderpersons: Barczak
Lajsic
Reinke

ADVISORY
Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderpersons: Kopplin
Lajsic
Narlock

LICENSE AND HEALTH
Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderpersons: Kopplin
Trudell
Vitale

SAFETY AND DEVELOPMENT
Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderpersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS
Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderpersons: Sengstock
Weigel
Vitale

City of West Allis

Resolution

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number: R-2003-0271 **Final Action: 9/16/2003**

Resolution relative to accepting the proposal of Sungard HTE, Inc. for furnishing software licenses and training for implementation of an enterprise business software system for use by all City Departments.

WHEREAS, The Purchasing/Central Services Division has reported that it duly advertised a request for proposal for furnishing enterprise business software and support for the City of West Allis, that the proposals received were reasonable; and,

WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposal of Sungard HTE, Inc. be accepted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated September 15, 2003 submitted by Sungard HTE, Inc., as amended, for providing perpetual software licenses for $326,084.00; installation, conversion, custom modification, and project management for $212,420.00; training for $172,000.00 and travel expense reimbursement and contingency expenses estimated at $80,000.00 for a total estimated net sum of $790,504.00.

BE IT FURTHER RESOLVED, that the proposal of Sungard HTE, Inc. for 6 years of annual software maintenance support at a first year cost of $98,690.00, and an option for an increase not-to-exceed 2% for each of the years two through four, and an increase not-to-exceed 5% for each of years five and six for a total sum not-to-exceed $632,195.00 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the city general fund, utility funds, internal service funds and various grant funds will be charged on a proportional basis for the capital and operational costs of this enterprise business software system.

BE IT FURTHER RESOLVED, that the City Attorney is hereby authorized to make such technical changes to the contract as are required to protect the interests of the City.

BE IT FURTHER RESOLVED, that the Purchasing/Central Services Division be and is hereby authorized to enter into a contract for the aforesaid services.

PCSD752

ADOPTED AS AMENDED 09/16/2003

Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED AS AMENDED 9-22-03

Jeannette Bell, Mayor

City of West Allis

Resolution

7525 W. Greenfield Ave.
West Allis, WI 53214

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PCSD752

ADOPTED _____

Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED _____

Jeannette Bell, Mayor

City of West Allis

Resolution

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PCSD752

ADOPTED _____

_____
Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED _____

_____
Jeannette Bell, Mayor

CONTRACT FOR SERVICE

This Contract is entered into by and between SunGard HTE, Inc. ("Contractor") and the City of West Allis ("City"), subject to the limitations and conditions set forth in this Contract.

The Contractor and the City agree that work may commence in accordance with the terms and conditions of this Contract after the Contractor has executed the Contract, and a) has been notified in writing to commence the Performance of Services, or (b) has received from the City an original of the Contract that is complete and fully executed.

WHEREAS, the Contractor represents itself as being capable, experienced and qualified to undertake and perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, and whereas the City hereby agrees to engage the Contractor as an independent contractor and not as an employee of the City, to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. Contractor Requirements. The Contractor is required to:

A. Furnish to the City the Licensed Programs listed in the Supplements to this Contract (hereinafter the "System").

B. Grant a nonexclusive, nontransferable license to the City to use the Licensed Programs on Contractor supplied or approved equipment.

C. Provide support services as described herein.

D. Provide modifications, training, conversion and project management services as described herein and listed in the Supplements to this Contract.

E. Do, perform, and carry out in a satisfactory, timely and proper manner the services delineated in this Contract.

F. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required and other matters relating to the performance of the services.

II. Scope of Services.

A. Contractor will provide the services as stated in the City's Request for Proposal No. 752, dated February 6, 2003, which is specifically incorporated and made a part of this Contract as Attachment "A" and the SunGard HTE, Inc.'s proposal dated March 13, 2003, as Attachment "B".

B. Contractor's staff will manage the activities involved with the conversion. Contractor and City will agree to the scope of conversion services and execute one or more Systems Change Requests (SCR's) describing the conversion services. Such SCR's shall be

attached to Schedule A to the SunGard HTE Software License and Services Agreement and become a part thereof.

C. Any modifications to the System by Contractor that Contractor incorporates into the version of the software for distribution to its customer base will be warranted to function with the current release and must be incorporated to function as designed in future versions of the software at no cost to the City.

D. SunGard HTE agrees to provide the number of training days for the ordered Licensed Programs as listed in Schedule A to the SunGard HTE Software License and Services Agreement. Such training shall be conducted in accordance with SunGard HTE's standard training content as delivered to other SunGard HTE customers.

E. Contractor agrees to submit reports such as status reports and problem resolution reports as mutually agreed upon during performance hereunder.

III. Incorporation of License and Service Agreement. Contractor's License and Service Agreement, as amended, is incorporated and made part of this Contract as Attachment "C". Where the provisions of this Contract and the License and Services Agreement conflict, the provisions of this Contract shall govern. The order of procedure of documents shall be as follows: 1) this Contract for Services; 2) the HTE Software License and Services Agreement; 3) HTE's Proposal; and 4) the City's Request for Proposal.

IV. Conditions of Performance.

A. Performance. The Contractor agrees that the performance of the Contractor's work, services, and the results therefrom, pursuant to the terms and conditions of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the Contractor receiving payment under this Contract shall be the sole responsibility of the Contractor.

C. Insurance. Contractor shall be solely responsible to meet Contractor's insurance needs as required by the City during the term of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the City as evidence thereof naming the City as an additional insured, except for Errors & Omissions insurance, and providing that the insurance carrier will endeavor to provide thirty (30) days notice to the certificate holder prior to change, termination, or cancellation. The certificate holder will provide the City notification upon receipt and sufficient time to create and mail such notice. The Certificate of Insurance shall be in a form acceptable to the City Attorney. Required insurance limits are as set forth in Paragraph III.H. of the Request for Proposal:

Bodily Injury	$1,000,000 each occurrence,	$1,000,000 aggregate
Property Damage	$ 500,000 each occurrence,	$ 500,000 aggregate
Automobile Liability	$1,000,000 each occurrence	
Errors & Omissions		$1,000,000 aggregate

D. Subcontracting. The Contractor shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the City. If any work or service is subcontracted, it shall be specified by written agreement and shall be subject to each provision of this Contract. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and /or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

V. Termination of Contract for Cause. If through any cause, unless due to fault of the other party, a party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the party shall violate the covenants or stipulations in this Contract, the non-defaulting party shall have the right to terminate this Contract by giving written notice to the party in default of such termination delivered pursuant to Paragraph XI and specifying the effective date thereof, at least thirty (30) days before such termination. The party in default shall have the right to cure such breach during the notice period. In the event of an uncured breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City. In such event, the City shall pay Contractor for the work product.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Contractor and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from Contractor is determined.

VI. Changes. The City may, from time to time, request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to the Contract.

VII. Assignability. This Agreement and the rights, title, and interest may be assigned or transferred by the City provided however that if such assignment results in permitted usage in excess of the license granted herein, the assignment shall not be effective until SunGard HTE receives from the City or the assignee the license fees for such additional usage rights. SunGard HTE may assign its rights, title and interest by providing prior written notice to the City, provided that the assignee is willing and able to perform its obligations hereunder.

VIII. Records. Establishment and Maintenance. Records shall be maintained with respect to all matters covered by this Contract for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized in writing.

IX. Audits and Inspections. At such times as the City may deem necessary, Contractor shall furnish or make available at any time during normal business hours, requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation or any other records, reports or information in its custody. In addition, Contractor shall provide access for the auditors to inspect all property, equipment and facilities within their custody or control. The auditors shall have reasonable access to Contractor's staff as may be required to perform the audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws, shall be held as confidential and not disclosed to the public.

X. Force Majeure. No party shall be responsible to the other party for any resulting losses and it shall not be a default of this Contract if the fulfillment of any of the terms of this Contract is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual adverse weather conditions, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of enumerated causes or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. Upon the occurrence of a force majeure, written notice to the other party shall be given as herein provided. If the period of non-performance exceeds thirty (30) days from the receipt of the notice, the party whose ability to perform has not been so affected may, by written notice, terminate this Contract.

XI. Notices. Any and all notices required to be served under this Contract shall be in writing and deemed to have been served upon depositing the notice with the United States Postal Service as "Certified Mail, Return Receipt Requested" addressed to:

The City at: City of West Allis
Purchasing/Central Services
7525 West Greenfield Avenue
West Allis, WI 53214

Contractor at: SunGard HTE, Inc.
Chief Executive Officer
1000 Business Drive
Lake Mary, Florida 32746

XII. Applicable Law. This Contract shall be governed by the laws of the State of Wisconsin and venue for any action concerning this Contract shall be in Milwaukee County, Wisconsin.

XIII. Dispute Resolution. In the event a dispute arises under this Contract, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision, each party shall have five (5) working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten (10) working days to appoint a mutually acceptable third person to hear the dispute and to agree on a time and place to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering information and hearing the dispute. Binding mediation or arbitration shall not be used as a dispute resolution method.

XIV. Disclosure. If a City official (as defined under section 3.02(1) of the Revised Municipal Code of the City of West Allis), a member of an official's immediate family, or any organization in which a City official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this Contract, and if this Contract involves

payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this Contract is voidable by the City unless appropriate disclosure is made according to section 3.5 of the Revised Municipal Code, before signing the Contract. Disclosures shall be made to the West Allis Ethics Board, 7525 West Greenfield Avenue, West Allis, WI 53214 (telephone number 414-302-8200).

XV. Indemnification; Liability.

A. The Contractor agrees to defend, indemnify and hold harmless the City and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by the City, to the extent such claims, suits, damages or losses are caused by negligent acts or willful misconduct of Contractor or its agents, officers, directors or employees. This agreement to indemnify, defend, and hold harmless shall not extend to any claims, suits, damages, or losses caused by the acts, omissions, or conduct of the City or any other person.

B. The City agrees to indemnify, defend and hold harmless Contractor and its subcontractors, consultants, agents, directors, and employees from and against all claims, suits, damages, and losses, including, but not limited to, those claims, suits, damages, or losses caused or arising out of, relating to, or based upon the acts, omissions, or other conduct of the City. This agreement to indemnify, defend and hold harmless shall not extend to any claims, suits, damages, or losses caused by the acts, omissions, or conduct of the Contractor or any other person.

XVI. Independent Contractor. The City agrees that the Contractor shall have sole control of the method, hours worked, and time and manner of any performance under this Contract other than as specifically provided herein. The City reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the Contract. The City takes no responsibility for supervision or direction of the performance of the Contract to be performed by the Contractor or the Contractor's employees or agents. The City further agrees that it will exercise no control over the selection and dismissal of the Contractor's employees or agents.

XVII. No Waiver of Conditions. The failure of either party to insist on strict performance of this Contract does not constitute a waiver of any of the provisions of this Contract or a waiver of any default of the other party.

XVIII. Release of Information. The Contractor may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the City, except as required by Federal or State regulations, or court order.

XIX. Survival. These General Terms and Conditions shall survive the completion of the services under this Contract and the termination of this Contract for any cause.

XX. Successors and Assigns. The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Contract.

XXI. Captions. The captions or headings in the Contract are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Contract.

XXII. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

XXIII.Severability. If any provisions of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or if rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

CITY OF WEST ALLIS:

By: _____
Leon Johnson

Date: 9/25/03

SUNGARD HTE, INC.:

By: _____

Date: September 22, 2003

Approved as to form by the City Attorney's Office this 25 day of Sept., 2003.

_____
City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 25 day of Sept, 2003, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this contract.

_____
Gary Schmid, Manager of Finance/Comptroller

Scott/Contract-Sungard-HTE

GOVERNMENT SOFTWARE

Helping Government Work Better.™

SUNGARD HTE INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between: **SunGard HTE Inc. (SunGard HTE)**, a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and
City of West Allis, WI
(Customer),
with its principal place of business at
7525 W. Greenfield Avenue
West Allis, WI 53214

SunGard HTE and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. SunGard HTE will furnish to the Customer by this Agreement:

1. The SunGard HTE Licensed Program(s) listed in the Supplements to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on SunGard HTE supplied or approved equipment.
3. Support service(s) as described herein.
4. Modifications, training, conversion and project management services as described herein and listed in the Supplement(s) to this Agreement.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to SunGard HTE Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by SunGard HTE for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer, or no later than ten (10) calendar days after shipment by SunGard HTE. For services, the "Delivery Date" refers to the date services are performed. "Support Services" shall mean the maintenance and support call services provided to Customer for the SunGard HTE Licensed Program(s).

II. LICENSE

The license granted under this Agreement permits the Customer, subject to the provisions of Sections VII, VIII, IX and XI of this Agreement to:

a. Use the Licensed Program(s) on the designated Machine(s) for Customer's internal use only and not for the processing of any data except Customer's (i.e., no service bureau use is permitted).
b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
d. Modify any Licensed Program(s) to form an updated work for the Customer's use, provided that:

    1. The Customer supplies SunGard HTE with written notification of the modification.
    2. The modification is made according to the SunGard HTE conventions of the SunGard HTE Modification Library and not to the base system.

    Customer is prohibited from reverse engineering, reverse assembling and reverse compiling the Licensed Program(s), in whole or in part. Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by SunGard HTE and will relieve SunGard HTE of any responsibility to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

e. Have access to a copy of the Licensed Program(s). Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard HTE offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard HTE's failure to provide required maintenance services as agreed.

III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon one (1) month written notice or by SunGard HTE as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to SunGard HTE or destroyed. An authorized representative of SunGard HTE, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

SunGard HTE may discontinue any license or terminate this Agreement upon written notice immediately if the Customer fails to comply with the terms and conditions of this Agreement. Any responsibility of the Customer provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

IV. SUNGARD HTE SUPPLIED PRODUCT(S) AND/OR SERVICES

SunGard HTE shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by SunGard HTE. In addition, SunGard HTE shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by SunGard HTE.

SunGard HTE assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer to support features desired by Customer, and that they are included in the Agreement solely for that purpose.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other SunGard HTE products and services are specified in the Supplement(s) to this Agreement. Unless specified to the contrary, prices quoted in the Supplement(s) to this Agreement are valid for ninety (90) days from the date of SunGard HTE's acceptance of the applicable Supplement(s). SunGard HTE may increase its prices without notice on items not provided for in the Supplement(s).

Fees for SunGard HTE Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

Any taxes resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. SunGard HTE will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to SunGard HTE upon contract execution.

VI. LICENSED PROGRAM SERVICES

Training on SunGard HTE Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on SunGard HTE's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at SunGard HTE's then prevailing rate per hour. Data must be given to SunGard HTE in an IBM compatible format on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. All manual conversions are the responsibility of the Customer.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the SunGard HTE System Change Request form ("SCR") which will be prepared for the Customer by the SunGard HTE Project Manager responsible for that module. SunGard HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by SunGard HTE, and if provided for in the Supplement(s), will be invoiced as indicated in the Supplement(s).

SunGard HTE will provide the Customer with the Support Services listed below for the SunGard HTE Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays SunGard HTE's annual support fee.

a. Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
b. Electronic support.
c. Product updates and new releases of the covered Licensed Program(s).
d. Response to calls, under normal conditions, in approximately twenty-four (24) hours of receipt of incoming call.
e. Error corrections as made.

Support requests for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be directed to the appropriate SunGard HTE project manager or trainer. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

Upon commencement of the SunGard HTE Support Services, telephone support will be provided using a dedicated support telephone number, and the Customer must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), SunGard HTE shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

SunGard HTE shall not supply any support services nor be liable for any damages in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by SunGard HTE. Customer shall receive written authorization from SunGard HTE before attaching to the computer system any equipment not supplied or approved by SunGard HTE. Authorization shall not be withheld unless said equipment will cause operational damage to the system, or require undue system support from SunGard HTE.

Customer acknowledges that the systems supplied by SunGard HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from SunGard HTE designated personnel. SunGard HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by SunGard HTE.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, SunGard HTE shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

VII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

The Customer acknowledges that the Licensed Program(s), including the source code, design specifications and associated documentation of the Licensed Program(s), (the "SunGard HTE Proprietary Information") constitute proprietary information and trade secrets of SunGard HTE and will remain the sole property of SunGard HTE. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the SunGard HTE Proprietary Information. The Customer shall hold in confidence the SunGard HTE Proprietary Information for its benefit and internal use only by its employees. The Customer further acknowledges that, in the event of a breach or threatened breach by the Customer of the provisions of this paragraph, SunGard HTE has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to seek an injunction against such breach or threatened breach.

VIII. WARRANTY

SunGard HTE warrants that for a period of one hundred twenty (120) days after delivery of the Licensed Program(s), the SunGard HTE Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the reference documentation supplied by SunGard HTE, provided the Licensed Program(s) are used in the proper operating environment. SunGard HTE does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the one hundred twenty (120) day period. Any other utility or incidental software distributed by SunGard HTE will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. SunGard HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by SunGard HTE's authorized representatives. SunGard HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

SunGard HTE warrants that it has the right to license the SunGard HTE Licensed Program(s) listed in the Supplement(s) and that the SunGard HTE Licensed Program(s) does not infringe any intellectual property of any third party. SunGard HTE agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to SunGard HTE Licensed Program(s) provided SunGard HTE shall have the right to control the defense or settlement of any such claim. If use of the SunGard HTE Licensed Program(s) by the Customer is enjoined by any infringement proceeding, SunGard HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the SunGard HTE Licensed Program(s) or if that is not possible, SunGard HTE shall refund to the Customer

the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

SunGard HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by SunGard HTE.

SUNGARD HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IX. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by SunGard HTE while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of SunGard HTE.

X. LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, SunGard HTE shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of SunGard HTE, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will SunGard HTE be liable for any consequential damages, including lost profits, savings or reprocurement costs, even if SunGard HTE has been advised of their possibility.

Except for SunGard HTE's obligations to indemnify the Customer under infringement actions, as noted in Sections VII and XI of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by SunGard HTE's negligence as noted above, SunGard HTE's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for SunGard HTE Licensed Program(s) and services, not including out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by SunGard HTE of Licensed Program defects, or (2) if, after repeated efforts, SunGard HTE is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover actual, direct damages to the limits set forth in this section upon the return or complete destruction of the Licensed Program(s) for which damages are sought.

XI. PATENT AND COPYRIGHT INDEMNITY

SunGard HTE will, at its expense, defend the Customer against any claim that the SunGard HTE Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, and SunGard HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

a. Give SunGard HTE prompt written notice of any such claim, and
b. Allow SunGard HTE to control, and fully cooperate with SunGard HTE in the defense and all related settlement negotiations.

The Customer agrees to allow SunGard HTE, at SunGard HTE's option and expense, if such claim has occurred or in SunGard HTE's judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in SunGard HTE's judgment, upon written request, the Customer will return the Licensed Program(s) to SunGard HTE, and SunGard HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing plus all fees and expenses related thereto.

SunGard HTE shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed

Program(s) or their combination, operation or use with data or programs not furnished by SunGard HTE or in other than the specified operating environment. This section states SunGard HTE's entire obligation to the Customer regarding infringement.

XII. COPYRIGHT PROTECTION

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. SunGard HTE warrants and Customer acknowledges that SunGard HTE has the following exclusive rights with regard to the Licensed Program(s):

a. To reproduce the Licensed Program(s) in any or all forms.
b. To adapt, transform or rearrange the Licensed Program(s).
c. To prepare other products derivative of the Licensed Program(s).
d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of SunGard HTE's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIII. MISCELLANEOUS AGREEMENT PROVISIONS

Choice of Law/Dispute Resolution. This Agreement shall be governed by laws of the State of Wisconsin. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Milwaukee County, Wisconsin for resolution of all disputes in connection with this Agreement.

Binding Agreement. The individual signing this Agreement and any Supplement(s) to this Agreement for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the Customer.

Assignment. This Agreement and the rights, title, and interest may be assigned or transferred by the Customer provided however that if such assignment results in permitted usage in excess of the license granted herein, the assignment shall not be effective until SunGard HTE receives from Customer or the assignee the license fees for such additional usage rights. SunGard HTE may assign its rights, title and interest by providing prior written notice to the Customer, provided that the assignee is willing and able to perform the its obligations hereunder.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and SunGard HTE.

Force Majeure. SunGard HTE is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

Publication. SunGard HTE reserves the right to publish certain information regarding this Agreement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Agreement and listing Customer's name on SunGard HTE's complete customer listing that is made available to other SunGard HTE customers and potential customers.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard HTE or persons who have been employed by SunGard HTE within the immediate past twenty-four (24) months without prior consent of SunGard HTE

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Access by Other Entities. SunGard HTE understands that Customer may be interested in entering into an agreement with SunGard HTE and one or more other units of local government, each of which would be identified and proposed by Customer, whereby SunGard HTE would permit such other governmental units to access Customer's copy of the Licensed Program(s) for their own use. SunGard HTE agrees to enter into such access agreement and Customer understands and agrees that such arrangement shall be subject to payment of access fees to SunGard HTE.

Entire Agreement. This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of SunGard HTE. Preprinted conditions and all other terms not included in this Agreement, the Pricing and Payment Supplement(s) to this Agreement, and the Hardware Purchase Agreement(s), if applicable, on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the SunGard HTE Agreements shall control unless expressly accepted by SunGard HTE in writing to the Customer.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

CITY OF WEST ALLIS, WI	**SUNGARD HTE INC.**
Authorized Signature	Authorized Signature
LEON L. JOHNSON Manager, Purchasing Central Services Print Name & Title	Ronald E. Goodrow, Executive Vice President Print Name & Title
9/25/03 Date	September 16, 2003 Date

IBM and AS/400 are registered trademarks of International Business Machines Corporation.

Countersigned: Comptroller

Gary Schmid CPA, CGFM
Manager of Finance/Comptroller

Approved as to form by City Attorney's Office this 25 day of September, 2003.

City Attorney

Approved as to form by the City Attorney's Office
this ____day of _____, 200___.

City Attorney

Concurrence: Concurrence:

Gary Schmidt CPA, CGFM
Manager of Finance/Controller

SUPPLEMENT TO SUNGARDD HTE INC. SOFTWARE LICENSE AND SERVICES AGREEMENT BY AND BETWEEN SUNGARD HTE INC. AND CITY OF WEST ALLIS, WI SCHEDULE A-PRICING AND PAYMENT SCHEDULE CONTRACT NO. WALS-20030461

This Supplement is to the SunGard HTE Inc. Software License and Services Agreement (Agreement) dated of even date herewith, between **SunGard HTE Inc. (SunGard HTE)** and **City of West Allis, WI (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Designated Machine
Use of the Licensed Programs provided in this Supplement on platforms other than specified below, without written permission from SunGard HTE, may be subject to an upgrade charge.

Type: _____ Model: _____ Serial Number _____
Operating System: _____ Tape Drive: _____

SunGard HTE Licensed Programs	License Fees	No. Days of Training	Training Fees	Installation/ Configuration Fees	Conversion Fees	Modification Fees	Annual Support
GMBA w/ Extended Reporting - GMJ/ERJ	$ 37,600.00	11	$ 11,000.00		$ 12,500.00		$ 7,900.00
Asset Management II - A2J	11,250.00	4	4,000.00		7,500.00		2,400.00
Purchasing/Inventory - PIJ	21,400.00	8	8,000.00		15,000.00		4,500.00
- Global Financials - GFJ	Included in PIJ						Included in PIJ
Bids Module - BDJ	4,850.00	2	2,000.00				1,050.00
Work Orders/Facility Management - WFJ	27,450.00	11	11,000.00				5,800.00
Fleet Management - FMJ	22,300.00	7	7,000.00		10,000.00		4,700.00
Automated Fuel System Interface (SCR 2003-1986) - AFJ[1]	5,000.00						850.00
Accounts Receivable - MRJ	13,400.00	7	7,000.00				2,850.00
- Cash Receipts - CRJ	Included in MRJ	2	2,000.00				1,700.00
Human Resources - HR	12,400.00	5	5,000.00				2,650.00
Payroll/Personnel - PRJ	22,500.00	11	11,000.00		6,500.00	$ 2,000.00	4,750.00
- Additional Library	2,700.00						550.00
Application Tracking - KA	4,600.00	1	1,000.00				1,000.00
Customer Information System - CXJ	27,650.00	17	17,000.00		25,000.00		5,550.00
Business Licenses - OLJ	6,550.00	4	4,000.00				1,400.00
Planning & Zoning - PZJ	17,300.00	5	5,000.00				3,650.00
- Land/Parcel Management - LXJ	Included in PZJ	2	2,000.00		10,000.00		3,050.00
Building Permits - BPJ	17,300.00	8	8,000.00				3,650.00
Code Enforcement - CEJ	6,550.00	6	6,000.00				1,400.00
Tax Billing & Collections - TXJ	27,700.00	11	11,000.00				5,850.00
Special Assessments - LOJ	7,550.00	2	2,000.00				1,100.00
- Loans Module - LNJ	Included in LOJ		Included in LOJ				550.00
Document Management Services - DXJ	4,500.00	1	1,000.00				900.00
QRep Catalogs (GMJ,A2J,PIJ,GFJ,WFJ,FMJ,MRJ,CRJ,HR,PRJ,CXJ,OLJ,PZJ,LXJ, BPJ,CEJ,TXJ) - CJ	Included in License Fees						4,250.00
Click2Gov Core Module - K1	3,750.00			$ 2,560.00			680.00
Click2Gov Customer Information System - K2	13,000.00			1,280.00			2,340.00
Click2Gov Purchasing/Inventory - K9	8,400.00			1,280.00			1,520.00
Click2Gov Business Licenses - K6	12,500.00			1,280.00			2,250.00
Click2Gov Planning & Zoning - K7	11,500.00			1,280.00			2,070.00
Click2Gov Building Permits - K3	11,500.00			1,280.00			2,070.00
Click2Gov Tax Billing & Collections - KC	13,500.00			1,280.00			2,430.00
Click2Gov Employee Self Service - KI	11,000.00			1,280.00			2,200.00
Click2Gov Citizen Service Center - KH	4,900.00			1,280.00			980.00
Click2Gov Payment Activation (K2, K6, K3, KC) - K4				5,120.00			
CIS- Handheld Base Integration for Itron (SCR 2003-1985)[1]	2,000.00						450.00
Financials Imaging Interface - IE[1]	5,000.00						1,000.00
Utilities Imaging Interface - IU[1]	5,000.00						1,000.00
Community Development Imaging Interface - IL[1]	5,000.00						1,000.00
Menu Driver - HT		2	2,000.00				
NaviLine Browser Installation				4,000.00			
Software Installation and Configuration				2,000.00			
Performance Testing and System Tuning				2,000.00			
Business Requirements Validation		37	37,000.00				
Sub-Totals	$ 407,600.00	164	$ 164,000.00	$ 25,920.00	$ 86,500.00	$ 2,000.00	$ 92,040.00
Less Customer Discount (expires 9/30/03)	(98,611.00)						
SunGard HTE Licensed Program Totals	$ 308,989.00	164	$ 164,000.00	$ 25,920.00	$ 86,500.00	$ 2,000.00	$ 92,040.00

Third Party Applications	License Fees	No. Days of Training	Training Fees	Annual Support
VeriSign 128 Bit Digital Certificate (Annual Renewal Required)	$ 1,200.00			
BEA WebLogic Express- Basic Edition	495.00			$ 650.00
QRep Administrator (1 user) - CG	500.00	4	$ 4,000.00	250.00
QRep End User (14 users) - CG	4,900.00			3,750.00
QRep WEB (Intranet/Client Access) - CG	10,000.00	4	4,000.00	2,000.00
Third Party Applications Total	**$ 17,095.00**	**8**	**$ 8,000.00**	**$ 6,650.00**

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/ Delivered	Due As Otherwise Noted
SunGard HTE License Fees	$ 308,989.00	$ 154,494.50	$ 123,595.60	$ 30,898.90
SunGard HTE Training Fees	164,000.00		164,000.00	
SunGard HTE Installation Fees	25,920.00		25,920.00	
SunGard HTE Conversion Fees (SCR 2003-1976, 2003-1977, 2003-1978, 2003-1979, 2003-1981, 2003-1986, 2003-1983, 2003-1982, 2003-1980, 2003-1985)	86,500.00	43,250.00		43,250.00
SunGard HTE Modification Fees (SCR 2003-1988)	2,000.00	1,000.00		1,000.00
SunGard HTE Project Management	98,000.00	33,320.00		64,680.00
SunGard HTE Annual Support Fees	92,040.00			92,040.00
Third Party License Fees	17,095.00	17,095.00		
Third Party Training Fees	8,000.00		8,000.00	
Third Party Annual Support	6,650.00			6,650.00
Grand Total	**$ 809,194.00**	**$ 249,159.50**	**$ 321,515.60**	**$ 238,518.90**

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

***Payments:**

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

License Fees: 50% upon execution of this Supplement;
40% upon delivery of Licensed Program(s);
10% upon "Go-Live" of the last Licensed Program listed above.

Training Fees: On invoice, as incurred.

Installation Fees: On invoice, as incurred.

Project Management Fees: 34% due upon execution of this Supplement; 33% due upon Go-Live of the first application but not later than six (6) months following execution of this Supplement; and 33% due upon final Go-Live but not later than eighteen (18) months following execution of this Supplement. The term "Go-Live" is referred to as Customer's use of the Licensed Programs with real data in a production (and not testing) mode.

Conversion Fees: 50% upon the execution of the System Change Request (SCR) (includes $250.00 processing fee noted below) and the remaining 50% upon completion.

Application Support Fees: Prior to the commencement of the initial term of support. Subsequent terms shall be due prior to the start of the term. Commencing upon expiration of the initial term and expiring three (3) years thereafter, HTE agrees to limit the annual support services fee increases to a maximum of two percent (2%) per year. For two (2) years thereafter, HTE agrees to limit the annual support services fee increases to a maximum of five percent (5%) per year. Subsequent terms shall be due prior to the start of the term at the then prevailing rate. Rates for subsequent years of support service are subject to change.

Modification Fees: 50% upon the execution of the SCR (includes $250.00 processing fee noted below) and the remaining 50% upon completion.

Third Party License Fees: Upon execution of this Supplement.

Third Party Training Fees: On invoice, as incurred.

Third Party Support Fees:	Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
Travel and Living Expenses:	Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard HTE Corporate Travel and Expense Reimbursement Policy.

[1]The interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable hardware and system software from the appropriate third party vendor.

Click2Gov Conditions
Customer agrees to meet the requirements of the SunGard HTE Click2Gov Hardware Recommendations attached. Click2Gov Licensed Programs do not include source code. VeriSign 128 Bit Digital Certificate requires annual renewal with the applicable third party vendor.

SunGard HTE Support Services
The initial term of SunGard HTE application support services shall commence one hundred twenty (120) days after delivery of the Licensed Programs, and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Programs at Customer's request.

Third Party Support Services
The initial term of Third Party application support services shall commence one hundred twenty (120) days after delivery of the Licensed Programs, and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period.

Application Training
Listed above are the numbers of days of training for the Licensed Programs listed. Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

QRep Application Training
Each QRep training session consists of one (1) four (4) day-session, which days must be attended consecutively, and is currently priced at $1,500.00 per session per attendee. The training takes place at the SunGard HTE Lake Mary, FL, facility. Customer is responsible for all its attendees' costs of travel to and from Lake Mary. Customer also has the option of being trained on site at Customer's location, which consists of one (1) four (4) day-session priced at $1,000 per session per attendee.

Project Management
Project Management fees will be invoiced in the amounts and under the terms stated above. A mutually agreeable work plan will be created by the SunGard HTE Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the then current SunGard HTE rate. Any fee quoted does not include travel and living expenses.

Conversion
Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the SunGard HTE Systems Change Request (SCR) form which will be prepared for the Customer by the SunGard HTE Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable processing fee for preparation of each SCR requested by the Customer. SunGard HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable processing fee. The final fifty percent (50%) payment is due upon completion. Data must be given to SunGard HTE in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Supplement are attached for Customer signature and return to SunGard HTE along with this Supplement.

Modifications and Modification Retrofit Maintenance
Modifications if applicable, will be controlled by the SunGard HTE SCR form, which will be prepared for the Customer by the SunGard HTE Product Manager responsible for that module. There will be a Two Hundred Fifty dollar ($250.00) non-refundable processing fee for preparation of each SCR requested by the Customer. SunGard HTE will proceed on the SCR

when the signed SCR is returned with the Customer's authorization along with 50% payment, which includes the non-refundable processing fee. The final 50% payment is due upon completion.

Customer is responsible for the cost for SunGard HTE to retrofit it's modifications into new releases. Provided Customer exercises it's option to have SunGard HTE maintain specific Modification Retrofit objects and pays SunGard HTE's annual Modification Retrofit Maintenance fee, support for each modified object shall be invoiced annually. The current annual maintenance fee of $100.00 per object is subject to change.

Extended Warranty
The warranty provisions in Section VIII of the Agreement are amended as follows: The warranty period of one hundred twenty (120) days after delivery of the Licensed Program(s) is extended to twelve (12) months after delivery of the Licensed Program(s). All other terms and conditions in Section VIII remain the same.

Tax Billing Module
SunGard HTE will guarantee that the Tax Billing Licensed Program will comply with all State of Wisconsin state-wide mandated requirements at no additional charges from SunGard HTE to Customer provided that Customer is and stays current under SunGard HTE's maintenance agreement then in effect.

Scheduled Resource Changes
Customer acknowledges that SunGard HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of SunGard HTE's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse SunGard HTE for any non-refundable expenses incurred by SunGard HTE for travel expenses. Notwithstanding the above, SunGard HTE will endeavor to reschedule SunGard HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent SunGard HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

Third Party Software and Hardware
Unless otherwise provided for herein, warranty and maintenance offerings by SunGard HTE for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard HTE does not make any warranties nor provide any source code for any non-SunGard HTE products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

Optional Applications
For a period of six (6) months following execution of this Supplement, Customer has the option to license the Optional Applications and corresponding services listed below at the fees stated. These fees do not include project management, conversions, or travel and living expenses, all of which may be required. In the event that Customer elects to exercise this option, SunGard HTE and Customer will enter into written agreement to provide license of Optional Applications and corresponding services to Customer.

Upon licensing of the Click2Gov Optional Applications, Customer agrees to meet the requirements of the SunGard HTE Click2Gov Hardware Recommendations.

Optional SunGard HTE Applications	License Fees	No. of Training/Install Days	Training/ Installation Fees	Installation/ Configuration Fees	Annual Support Fees
Parking Tickets - PTJ	$ 11,000.00	6	$ 6,000.00		$ 2,350.00
QRep Catalog (PTJ) - CJ	Included in PTJ				250.00
Click2Gov Parking Tickets - K8	9,000.00			$ 1,280.00	1,620.00
Click2Gov Payment Activation (K8) - K4				1,280.00	
Optional Third Party Applications					
GTG Looking Glass Viewer - LV	12,000.00	3	3,000.00		2,385.00

Publication
SunGard HTE reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on SunGard HTE's complete customer listing that is made available to other SunGard HTE customers and potential customers.

Preprinted Terms and Conditions
Preprinted conditions and all other terms not included in this Supplement or in the Agreement on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by SunGard HTE in writing to the Customer.

Non-Hiring Statement
During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard HTE or persons who have been employed by SunGard HTE within the immediate past twenty-four (24) months without prior consent of SunGard HTE.

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by September 30, 2003.

Customer warrants that the amounts to be paid hereunder will be paid out of appropriated funds and are not part of a financing arrangement with any third party.

CITY OF WEST ALLIS, WI	**SUNGARD HTE INC.**
Authorized Signature	Authorized Signature
Print Name & Title	Ronald E. Goodrow, Executive Vice President Print Name & Title
9/25/03 Date	September 16, 2003 Date

GOVERNMENT SOFTWARE

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis, WI – WALS	SCR NUMBER: 2003-1976
APPLICATION: GMBA Plan - C	DATE: June 24, 2003

REQUEST DESCRIPTION

Purpose of SCR:
HTE will provide the following conversion services for information, where applicable, from the clients previous general ledger system into the HTE GMBA system for current year balances.

The scope of this project will include the conversion of the following data entities:
- Vendor Master File Only
- G/L Account Balance Forward
- G/L Budget Account Balance Forward
- AP 1099 balances – current year only
- Project Account Balances year to date actual/budgeted

Exclusions to conversion cost estimate above:
This conversion is for current year to-date values only. No historical data is included. This conversion is for balances forward only. No transactions, other than those needed to produce 1099s, are included. Balancing is not guaranteed if data being converted has errors or is out of balance. Client must provide balances for HTE to verify against.

Historical transactions will require additional analysis and an additional SCR.

Data Requirements:
Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted. For each data set identified: file layouts, detailed field descriptions, and any other information relevant to the current operating environment are required.
All data must be submitted on IBM compatible media saved in V4R5 or prior release. Acceptable formats are:
- 8 mm data cartridge (7GB/20GB)
- 1/4" data cartridge (13GB/26GB)
- Magstar 3570

INSTRUCTIONS:
1) Sign and copy for your records.
2) Return original signed copy to HTE, Inc. –FINANCE/ACCOUNTING DEPT.
3) Cost is guaranteed for 30 days from the date above
4) On site installation and training is not included in cost unless specified above.
5) If this site is under HTE's modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding HTE's modification maintenance agreement, please contact HTE's Operations Department at (800) 727-8088.

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SYSTEM CHANGE REQUEST

- Other formats need to be approved by the conversion manager.

All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:

Data to be converted must be provided on IBM/AS400 compatible media. All numeric fields must be right justified and zero filled. File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Binary data may require additional charge to convert to zoned or packed data. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that HTE will be able to transfer non-fixed format files to a usable fixed format.

Clients are responsible for loading input files on local system:

The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.

Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance, or assistance is needed due to customer's inability to perform data cleanup, a separate SCR will be opened specifically for this work.

Support Requirements:

Changes in project scope are subject to additional fees.

Client is responsible for providing a contact to assist with field mapping and any questions that might occur during the conversion process.

A primary contact will be required throughout the conversion process. Client staff changes may require a charge to get new staff members up to speed with things like data transfers to refresh data files and understanding reports generated by conversions.

Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.

Client must return completed table cross reference within 30 days of receipt, or the conversion will be put on hold, will need to be re-scheduled and could be subject to a restart fee. As converted data is created on client's system, the client must test the data completely for each pass of the conversion. Unless waived in writing by HTE, the client will have 30 days to fully test the data, and report any errors. If HTE is not notified of any errors within 30 days, we will deem the converted data complete and accepted. The client's failure to identify errors until subsequent passes of the conversion could impact the timeline of delivery, and could subject the client to additional charges.

HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.

Once test data has been accepted and merged into production, any additional changes will be billed at your then current rate as defined in your contract.

Once programming has begun, if the customer wants to change the input files, this may result in additional charges if re-work will

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5) If this site is under HTE's modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding HTE's modification maintenance agreement, please contact HTE's Operations Department at (800) 727-8088.

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SCR NUMBER: 2003-1976

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SYSTEM CHANGE REQUEST

be needed.

SCR Information:
This conversion estimate is based upon the information available to HTE at the time created. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.

The SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.

Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.

A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.

A separate SCR will be opened for each application conversion purchased.
Quotes for Conversion SCR's are subject to change without notice.

				FIXED COST:	$12500.00

HTE, inc. CONFIRMATION: Kevin Addis kaddis@hteinc.com 407-304-3387 fax:407-304-1025

CLIENT AUTHORIZATION:

REQUESTED COMPLETION DATE:

INSTRUCTIONS:
1) Sign and copy for your records.
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SCR NUMBER: 2003-1976

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis, WI - WALS	SCR NUMBER: 2003-1977
APPLICATION: Fixed Assets – FA – Plan C	DATE: June 24, 2003

REQUEST DESCRIPTION

Purpose of SCR:
HTE will provide the following conversion services for information, where applicable, from the clients previous Fixed Assets system or 3rd party appraisal system into the HTE Fixed Assets System. This conversion will consist of the standard Plan – C FA Conversion for the following:

The scope of this project will include the conversion of the following data entities:

- Fixed Assets Master Information
- Fixed Assets Depreciation/Non Depreciation Information

Data Requirements:
The client will provide data in a fixed length format, loaded to the clients AS400.
The client's data files must be in fixed length fields and record lengths as described in the HTE Fixed Assets Field Mapping Layouts. Client's data must match exactly to the HTE Fixed Assets Field Mapping Layouts.

Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted. For each data set identified: file layouts, detailed field descriptions, and any other information relevant to the current operating environment are required.
All data must be submitted on IBM compatible media saved in V4R5 or prior release. Acceptable formats are:

- 8 mm data cartridge (7GB/20GB)
- 1/4" data cartridge (13GB/26GB)
- Magstar 3570
- Other formats need to be approved by the conversion manager.

All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:

Data to be converted must be provided on IBM/AS400 compatible media. All numeric fields must be right justified and zero filled. File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data

INSTRUCTIONS:

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4) On site installation and training is not included in cost unless specified above.
5) If this site is under HTE's modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding HTE's modification maintenance agreement, please contact HTE's Operations Department at (800) 727-8088.

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fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Binary data may require additional charge to convert to zoned or packed data. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that HTE will be able to transfer non-fixed format files to a usable fixed format.

Clients are responsible for loading input files on local system:

The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.

Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance, or assistance is needed due to customer's inability to perform data cleanup, a separate SCR will be opened specifically for this work.

Support Requirements:

Changes in project scope are subject to additional fees.

Client is responsible for providing a contact to assist with field mapping and any questions that might occur during the conversion process.

A primary contact will be required throughout the conversion process. Client staff changes may require a charge to get new staff members up to speed with things like data transfers to refresh data files and understanding reports generated by conversions.

Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.

Client must return completed table cross reference within 30 days of receipt, or the conversion will be put on hold, will need to be re-scheduled and could be subject to a restart fee. As converted data is created on client's system, the client must test the data completely for each pass of the conversion. Unless waived in writing by HTE, the client will have 30 days to fully test the data, and report any errors. If HTE is not notified of any errors within 30 days, we will deem the converted data complete and accepted. The client's failure to identify errors until subsequent passes of the conversion could impact the timeline of delivery, and could subject the client to additional charges.

HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.

Once test data has been accepted and merged into production, any additional changes will be billed at your then current rate as defined in your contract.

Once programming has begun, if the customer wants to change the input files, this may result in additional charges if re-work will be needed.

SCR Information:

This conversion estimate is based upon the information available to HTE at the time created. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may required. Customer

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SCR NUMBER: 2003-1977

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approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.
The SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.
Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.
A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.
A separate SCR will be opened for each application conversion purchased.
Quotes for Conversion SCR's are subject to change without notice.
Note: The prices quoted for conversion services are based upon estimates of a typical conversion. Upon receiving actual conversion data and completion of conversion analysis, additional charges may be required.

				FIXED COST:	$7,500.00

HTE, inc. CONFIRMATION: Kevin Addis 407-304-3387; FAX 407-304-1025; kaddis@hteinc.com

CLIENT AUTHORIZATION:

REQUESTED COMPLETION DATE:

INSTRUCTIONS:
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SCR NUMBER: 2003-1977

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis, WI - WALS	**SCR NUMBER:** 2003-1978
APPLICATION: Purchasing & Inventory – PI – Plan B	**DATE:** June 24, 2003

REQUEST DESCRIPTION

Purpose of SCR:
HTE will provide the following conversion services for information, where applicable, form the clients previous Purchasing system into the HTE Purchasing and Inventory System This conversion will consist of the standard Plan – B PI Conversion for the following;

The scope of this project will include the conversion of the following data entities:

- Vendor Master - GL and PI vendors only
- Inventory Item Master Records and Definitions
- Inventory Item Locations and on-hand balances
- Misc. Information – User Defined

Exclusions to conversion cost estimate above:
This conversion is for current on hand balances only. No historical data is included. Balancing is not guaranteed if data being converted has errors or is out of balance. Client must provide balances for HTE to verify against.

Data Requirements:
Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted. For each data set identified: file layouts, detailed field descriptions, and any other information relevant to the current operating environment are required.
All data must be submitted on IBM compatible media saved in V4R5 or prior release. Acceptable formats are:

- 8 mm data cartridge (7GB/20GB)
- 1/4" data cartridge (13GB/26GB)
- Magstar 3570
- Other formats need to be approved by the conversion manager.

All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:
Data to be converted must be provided on IBM/AS400 compatible media. All numeric fields must be right justified and

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5) If this site is under HTE's modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding HTE's modification maintenance agreement, please contact HTE's Operations Department at (800) 727-8088.

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zero filled. File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Binary data may require additional charge to convert to zoned or packed data. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that HTE will be able to transfer non-fixed format files to a usable fixed format.

Clients are responsible for loading input files on local system:

The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.

Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance, or assistance is needed due to customer's inability to perform data cleanup, a separate SCR will be opened specifically for this work.

Support Requirements:

Changes in project scope are subject to additional fees.

Client is responsible for providing a contact to assist with field mapping and any questions that might occur during the conversion process.

A primary contact will be required throughout the conversion process. Client staff changes may require a charge to get new staff members up to speed with things like data transfers to refresh data files and understanding reports generated by conversions.

Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.

Client must return completed table cross reference within 30 days of receipt, or the conversion will be put on hold, will need to be re-scheduled and could be subject to a restart fee. As converted data is created on client's system, the client must test the data completely for each pass of the conversion. Unless waived in writing by HTE, the client will have 30 days to fully test the data, and report any errors. If HTE is not notified of any errors within 30 days, we will deem the converted data complete and accepted. The client's failure to identify errors until subsequent passes of the conversion could impact the timeline of delivery, and could subject the client to additional charges.

HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.

Once test data has been accepted and merged into production, any additional changes will be billed at your then current rate as defined in your contract.

Once programming has begun, if the customer wants to change the input files, this may result in additional charges if re-work will be needed.

SCR Information:

INSTRUCTIONS:

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This conversion estimate is based upon the information available to HTE at the time created. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.

The SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.

Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.

A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.

A separate SCR will be opened for each application conversion purchased.
Quotes for Conversion SCR's are subject to change without notice.

				FIXED COST:	**$10000.00**

HTE, inc. CONFIRMATION: Kevin Addis kaddid@hteinc.com 407-304-3387 fax: 407-304-1025

CLIENT AUTHORIZATION:

REQUESTED COMPLETION DATE:

INSTRUCTIONS:
1) Sign and copy for your records.
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SCR NUMBER: 2003-1978

GOVERNMENT SOFTWARE

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis, WI - WALS	SCR NUMBER: 2003-1979
APPLICATION: NIGP commodity code update/history conversion	DATE: June 24, 2003

REQUEST DESCRIPTION

Purpose of SCR:
To provide the initial upload of the commodity codes to the Commodity Code file PI140AP. It also covers all future standard updates released by NIGP that the client will purchase and wishes to upload. Any variation from the standard update may require an addition billable SCR.

Project Scope

- NIGP codes load
- As addendum to SCR 2003-1977 – convert historical records codes to the new NIGP code
- Client must provide a valid cross reference of old codes to the new corresponding NIGP codes

Exclusions to conversion cost estimate above:
The cost of this SCR does NOT include the license for the NIGP codes.

The client must provide proof of license for the current edition of the NIGP codes before the new edition can be uploaded.

The client is responsible for the purchase of the NIGP license agreement as well as future NIGP code releases. It is the client's responsibility to notify HTE when they have purchased an NIGP update. When the client provides proof of license, HTE will then schedule a date agreed upon by HTE and the client to upload that release.

Upon completion of conversion, the client will be responsible for the review and validation of converted data.
Any variation from this SCR may require an addition billable SCR.

This SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.

Amendments to the standard update:

The client will review and manually remove unwanted NIGP codes from the new 11th edition codes they will purchase. This will eliminate unwanted and codes unrelated to the client, from being added to the commodity file PI140AP.

The client needs to be aware that when future editions of the NIGP codes are released, they will have to manually remove unwanted or unrelated codes from these editions or all codes will be added to the existing database.

The client will create cross-reference file, for the conversion of existing data. This file will contain the old commodity code and the new translate code.

All PI files containing a commodity code, will be updated with the new translate code.

This SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.

				FIXED COST:	$5000.00

HTE, inc. CONFIRMATION: Kevin Addis kaddis@hteinc.com 407-304-3387; fax 407-304-1025

CLIENT AUTHORIZATION:

INSTRUCTIONS:
1) Sign and copy for your records.
2) Return original signed copy to HTE, Inc. –FINANCE/ACCOUNTING DEPT.
3) Cost is guaranteed for 30 days from the date above
4) On site installation and training is not included in cost unless specified above.
5) If this site is under HTE's modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding HTE's modification maintenance agreement, please contact HTE's Operations Department at (800) 727-8088.

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis, WI - WALS	**SCR NUMBER: 2003-1981**
APPLICATION: Fleet Management	**DATE: June 24, 2003**

REQUEST DESCRIPTION

Purpose of SCR:
Following analysis, SunGard HTE will provide the following conversion services for information, where applicable, from the clients previous Fleet Management system into the SunGard HTE Fleet Management System This is an estimate only for custom work. Actual price may differ significantly once SunGard HTE has performed analysis of the client data and needs. Any additional fees will require an additional SCR prior to any work being started.

The scope of this project will include the conversion of the following data entities:

- To Be determined

Exclusions to conversion cost estimate above:
To be determined

Data Requirements:
Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted. For each data set identified: file layouts, detailed field descriptions, and any other information relevant to the current operating environment are required.
All data must be submitted on IBM compatible media saved in V4R5 or prior release. Acceptable formats are:

- 8 mm data cartridge (7GB/20GB)
- 1/4" data cartridge (13GB/26GB)
- Magstar 3570
- Other formats need to be approved by the conversion manager.

All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:

Data to be converted must be provided on IBM/AS400 compatible media. All numeric fields must be right justified and zero filled. File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Binary data may require

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additional charge to convert to zoned or packed data. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that HTE will be able to transfer non-fixed format files to a usable fixed format.

Clients are responsible for loading input files on local system:

The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.

Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance, or assistance is needed due to customer's inability to perform data cleanup, a separate SCR will be opened specifically for this work.

Support Requirements:

Changes in project scope are subject to additional fees.

Client is responsible for providing a contact to assist with field mapping and any questions that might occur during the conversion process.

A primary contact will be required throughout the conversion process. Client staff changes may require a charge to get new staff members up to speed with things like data transfers to refresh data files and understanding reports generated by conversions.

Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.

Client must return completed table cross reference within 30 days of receipt, or the conversion will be put on hold, will need to be re-scheduled and could be subject to a restart fee. As converted data is created on client's system, the client must test the data completely for each pass of the conversion. Unless waived in writing by HTE, the client will have 30 days to fully test the data, and report any errors. If HTE is not notified of any errors within 30 days, we will deem the converted data complete and accepted. The client's failure to identify errors until subsequent passes of the conversion could impact the timeline of delivery, and could subject the client to additional charges.

HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.

Once test data has been accepted and merged into production, any additional changes will be billed at your then current rate as defined in your contract.

Once programming has begun, if the customer wants to change the input files, this may result in additional charges if re-work will be needed.

SCR Information:

This conversion estimate is based upon the information available to HTE at the time created. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.

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SYSTEM CHANGE REQUEST

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Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.

A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.

A separate SCR will be opened for each application conversion purchased.
Quotes for Conversion SCR's are subject to change without notice.

				FIXED COST:	**$10000.00 estimated**

HTE, inc. CONFIRMATION: Kevin Addis kaddid@hteinc.com 407-304-3387 fax: 407-304-1025

CLIENT AUTHORIZATION:

REQUESTED COMPLETION DATE:

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SCR NUMBER: 2003-1981

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis, WI - WALS	SCR NUMBER: 2003-1986
APPLICATION: Fleet Management - Autofuel Interface/Installation	DATE: June 24, 2003

REQUEST DESCRIPTION

Purpose of SCR:

Install and configure Autofuel interface programs to convert clients Autofuel data file to HTE's (FM) Fleet Management/ Purchase Inventory system.

Data Requirements:

Data to be converted must be provided on IBM/AS400 compatible media. File layouts with field descriptions must be provided for each file that is to be converted. The extraction of textual data string content into separate fixed data fields is not provided. No delimited files will be accepted. A primary key must be identified, including all file relationships to insure a successful completion of the conversion.

Client will be responsible for the uploading and transferring of the vendor's fuel transaction file to the AS/400. The transactions will be placed in a file called 'RAWTRANS' that will reside in the HTEMOD library.

Exclusions to conversion:

Upon completion of conversion, the client will be responsible for the review and validation of Autofuel data.

A knowledgeable primary contact must be made available to facilitate the conversion process.

This conversion estimate is based upon the information available to HTE at this time. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.

This SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.

				FIXED COST:	$5000.00

HTE, inc. CONFIRMATION: Kevin Addis x3387 FAX 407-304-1035 kaddis@hteinc.com

CLIENT AUTHORIZATION:

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis, WI - WALS	SCR NUMBER: 2003-1983
APPLICATION: Payroll – Plan B	DATE: June 24, 2003

REQUEST DESCRIPTION

Purpose of SCR:
HTE will provide the following conversion services for information, where applicable, from the clients previous payroll system into the HTE payroll system for current year to-date balances.

The scope of this project will include the conversion of the following data entities:

- Demographics
- Time Accruals (PTO, SICK, VAC, etc.)
- Deductions (ABT, TAX, Regular, Additional pay, and Benefits)
- Net and Gross Pay

Exclusions to conversion cost estimate above:
This conversion is for current year to-date values only. No historical data is included. This conversion is for balances forward only. Once demographics have been converted, employees must be setup on the system prior to converting their to-date balances. A cross reference may be required for any table or code values that do not exactly match a coresponding table/code value in the HTE PR system. Balancing is not guaranteed if data being converted has errors or is out of balance. Client must provide balances for HTE to verify against.

Historical data will require additional analysis and an additional SCR.

Data Requirements:
Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted. For each data set identified: file layouts, detailed field descriptions, and any other information relevant to the current operating environment are required.
All data must be submitted on IBM compatible media saved in V4R5 or prior release. Acceptable formats are:

- 8 mm data cartridge (7GB/20GB)
- 1/4" data cartridge (13GB/26GB)
- Magstar 3570

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- Other formats need to be approved by the conversion manager.

All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:

Data to be converted must be provided on IBM/AS400 compatible media. All numeric fields must be right justified and zero filled. File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Binary data may require additional charge to convert to zoned or packed data. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that HTE will be able to transfer non-fixed format files to a usable fixed format.

Clients are responsible for loading input files on local system:

The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.

Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance, or assistance is needed due to customer's inability to perform data cleanup, a separate SCR will be opened specifically for this work.

Support Requirements:

Changes in project scope are subject to additional fees.

Client is responsible for providing a contact to assist with field mapping and any questions that might occur during the conversion process.

A primary contact will be required throughout the conversion process. Client staff changes may require a charge to get new staff members up to speed with things like data transfers to refresh data files and understanding reports generated by conversions.

Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.

Client must return completed table cross reference within 30 days of receipt, or the conversion will be put on hold, will need to be re-scheduled and could be subject to a restart fee. As converted data is created on client's system, the client must test the data completely for each pass of the conversion. Unless waived in writing by HTE, the client will have 30 days to fully test the data, and report any errors. If HTE is not notified of any errors within 30 days, we will deem the converted data complete and accepted. The client's failure to identify errors until subsequent passes of the conversion could impact the timeline of delivery, and could subject the client to additional charges.

HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.

Once test data has been accepted and merged into production, any additional changes will be billed at your then current rate as defined in your contract.

Once programming has begun, if the customer wants to change the input files, this may result in additional charges if re-work will

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SYSTEM CHANGE REQUEST

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SCR Information:

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Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.

A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.

A separate SCR will be opened for each application conversion purchased.

Quotes for Conversion SCR's are subject to change without notice.

				FIXED COST:	**$6,500.00**

HTE, inc. CONFIRMATION: Kevin Addis kaddis@hteinc.com 407-304-3387 fax: 407-304-1025

CLIENT AUTHORIZATION:

REQUESTED COMPLETION DATE:

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SCR NUMBER: 2003-1983

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SYSTEM CHANGE REQUEST

CLIENT: : City of West Allis	SCR NUMBER: 2003-1982
APPLICATION: Customer Information	DATE: 06/24/03

REQUEST DESCRIPTION

Purpose of SCR:
To analyze client-identified data files from the client's existing Utility billing system, discuss data mapping requirements, define a conversion specifications document and develop customized conversion programs to successfully convert identified data elements to the HTE Customer Information System (CX).

The scope of this project includes the conversion of the following data elements:

- Location Information – Location Address (non matching to existing LX locations), Services at Location and Miscellaneous Information Codes
- Customer Information – Name/Mailing Address, Services Billed, Deposits (includes refunds. No billed, transferred or non cash) and Miscellaneous Information Codes
- Meter Inventory – Assigned meters only and one meter per service.
- Reading History – Header record with last read detail record only
- Billing/Adjustment History – Header records only
- Payment History- Header records only
- Accounts Receivable – Aged Lump sums only and total balance forward for each account (1 receivable record written per account per service. Aged from most recent bill date)

Note:
Simple data files (no more than five) provided by client externally described.

Exclusions to conversion (not covered in the cost of this estimate):

- Creating master locations or accounts
- Bank Drafts
- Creating pending transactions
- Creating pending (unbilled) meter readings
- Creating pending payments
- Third Party Notification Information
- Meter Test/Repair History
- Service/Work Order History

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SYSTEM CHANGE REQUEST

- Key Information
- Lox Box Information
- Payment Plans
- Budget Billing
- Combining locations or customers

Data Requirements:

Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted. For each data set identified: file layouts, detailed field descriptions, and any other information relevant to the current operating environment are required.

All data must be submitted on IBM compatible media saved in V4R5 or prior release. Acceptable formats are:

- 8 mm data cartridge (7GB/20GB)
- 1/4" data cartridge (13GB/26GB)
- Magstar 3570
- Other formats need to be approved by the conversion manager.

All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:

Data to be converted must be provided on IBM/AS400 compatible media. All numeric fields must be right justified and zero filled. File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Binary data may require additional charge to convert to zoned or packed data. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that HTE will be able to transfer non-fixed format files to a usable fixed format.

Clients are responsible for loading input files on local system:

The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.

Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance or assistance is needed due to customer's inability to perform data cleanup, a separate SCR will be opened specifically for this work.

Support Requirements:

Changes in project scope are subject to additional fees.

Client is responsible for providing a contact to assist with field mapping and any question that might occur during the conversion process.

A primary contact will be required throughout the conversion process. Client staff changes may require a charge to get new staff members up to speed with things like data transfers to refresh data files and understanding reports generated by conversions.

Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.

Client must return completed table cross reference within 30 days of receipt, or the conversion will be put on hold, will need to be re-scheduled and could be subject to a restart fee. As converted data is created on client's system, the client must test the data completely for each pass of the conversion. Unless waived in writing by HTE, the client will have 30 days to fully test the data, and report any errors. If HTE is not notified of any errors within 30 days, we will deem the converted data complete and accepted. The client's failure to identify errors until subsequent passes

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SCR NUMBER: 2003-1982

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SYSTEM CHANGE REQUEST

of the conversion could impact the timeline of delivery, and could subject the client to additional charges.
HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production. Once test data has been accepted and merged into production, any additional changes will be billed at your then current rate as defined in your contract.
Once programming has begun, if the customer wants to change the input files, this may result in additional charges if re-work will be needed.

Additional Information:
This conversion estimate is based upon the information available to HTE at the time created. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may be required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.
The SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.
Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.
A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.
A separate SCR will be opened for each application conversion purchased.
Quotes for Conversion SCR's are subject to change without notice.
Note: The prices quoted for conversion services are based upon estimates of a typical conversion. Upon receiving actual conversion data and completion of conversion analysis, additional charges may be required.

				FIXED COST:	$25,000.00
HTE, inc. CONFIRMATION:					
CLIENT AUTHORIZATION:					
REQUESTED COMPLETION DATE:					

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SCR NUMBER: 2003-1982

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SYSTEM CHANGE REQUEST

CLIENT: City of West Allis	SCR NUMBER: 2003-1980
APPLICATION: Land/Parcel Management	DATE: 06/24/2003

REQUEST DESCRIPTION

Purpose of SCR:
To analyze client's selected data files and discuss data mapping requirements, and develop programs to convert clients data files to the HTE's (LX) Land Parcel Management system

The scope of this project will include the conversion of the following data entities:

- Create unique parcel key.
- Create alternate ID.
- Create one consistently formatted main situs address.
- Owner and owner's address with possible two lines of address.
- Matching for CX addresses to LX.
- Create zoning information using zone, property acreage, subdivision, township, inside outside code, and property code. Current codes in the client's data files will be used.
- Create five user defined or miscellaneous codes. Sub codes will not be included.
- Legal Description- The data cannot wrap around below the key field.
- Includes a periodic update process if the input data files do not change. If the data files change a new billable SCR will be created.
- History of parcel splits and combines will not be converted.
- Valuations will not be included.
- Reports produced will include error as well as accepted detail records with summary options.
- Processing options will include the ability to edit or update. The ability to update the main owner and the main owner's address will be available.
- Includes an update process based on parcel key if the input data files do not change.

Exclusions to conversion cost estimate above:
Multiple data formats will require an additional SCR
Does not include any address matching except for CX to LX..
A Common key is required to link all data files that will be converted.
Data correction is not part of the SCR and will not be HTE's responsibility.
The correction of addresses will be the client's responsibility.

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SYSTEM CHANGE REQUEST

For example:

If another application has populated the land file first, and the address match. The client may require address data correction before the conversion can take place, or after the conversion locations may need to be changed manually to the "main" location.

Addresses that are not "Main", such as related to "Main", unrelated to "Main" will not be converted.

Intersection addresses will not be converted.

Data Requirements unless include in the scope above:

Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted. For each data set identified: file layouts, detailed field descriptions, and any other information relevant to the current operating environment are required.

All data must be submitted on IBM compatible media saved in V4R5 or prior release. Acceptable formats are:

- 8 mm data cartridge (7GB/20GB)
- 1/4" data cartridge (13GB/26GB)
- Magstar 3570
- Other formats need to be approved by the conversion manager.

All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:

Data to be converted must be provided on IBM/AS400 compatible media. All numeric fields must be right justified and zero filled. File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields. The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, HTE will at its discretion, require an additional SCR or return the data to the client. Binary data may require additional charge to convert to zoned or packed data. Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that HTE will be able to transfer non-fixed format files to a usable fixed format.

Clients are responsible for loading input files on local system:

The client is responsible for providing files that are fixed length record formats with fixed length fields. These files must be loaded onto the AS400 and their location on the AS400 provided to the programmer working on the conversion. HTE will assist with any questions on transferring these files from a PC to the AS400.

Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance, or assistance is needed due to customer's inability to perform data cleanup, a separate SCR will be opened specifically for this work.

Support Requirements:

Changes in project scope are subject to additional fees.

Client is responsible for providing a contact to assist with field mapping and any question that might occur during the conversion process.

A primary contact will be required throughout the conversion process. Client staff changes may require a charge to get new staff members up to speed with things like data transfers to refresh data files and understanding reports generated by conversions.

Client is responsible for testing/verifying the converted data. Once the data has been accepted as complete, the conversion will be run over production. Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable.

Client must return completed table cross reference within 30 days of receipt, or the conversion will be put on hold, will need to be re-scheduled and could be subject to a restart fee. As converted data is created on client's system, the client must test the data completely for each pass of the conversion. Unless waived in writing by HTE, the client will have 30 days to fully test the data, and report any errors. If HTE is not notified of any errors within 30 days, we will deem the converted data complete and accepted. The client's failure to identify errors until subsequent passes

INSTRUCTIONS:

1) Sign and copy for your records.
2) Return original signed copy to HTE, Inc. –FINANCE/ACCOUNTING DEPT.
3) Cost is guaranteed for 30 days from the date above
4) On site installation and training is not included in cost unless specified above.
5) If this site is under HTE's modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding HTE's modification maintenance agreement, please contact HTE's Operations Department at (800) 727-8088.

INVOICE –

- **All billing for this request will refer to the SCR number located at top right of this form.**
- **Please remit 50% of total cost with signed SCR Work cannot begin until 50% payment is received.**
- **Prices are quoted in U.S. dollars.**

SCR NUMBER: 2003-1980

GOVERNMENT SOFTWARE

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SYSTEM CHANGE REQUEST

of the conversion could impact the timeline of delivery, and could subject the client to additional charges.
HTE will provide assistance with the testing process and correct identified problems as described above prior to putting data into production. Once test data has been accepted and merged into production, any additional changes will be billed at your then current rate as defined in your contract.
Once programming has begun, if the customer wants to change the input files, this may result in additional charges if re-work will be needed.

Additional Information:
This conversion estimate is based upon the information available to HTE at the time created. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may be required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.
The SCR is a supplement to the existing HTE Agreements and Supplements executed between HTE and you. Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.
Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.
A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.
A separate SCR will be opened for each application conversion purchased.
Quotes for Conversion SCR's are subject to change without notice.
Note: The prices quoted for conversion services are based upon estimates of a typical conversion. Upon receiving actual conversion data and completion of conversion analysis, additional charges may be required.

				FIXED COST:	$10,000.00
HTE, inc. CONFIRMATION:					
CLIENT AUTHORIZATION:					
REQUESTED COMPLETION DATE:					

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SCR NUMBER: 2003-1980

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SYSTEM CHANGE REQUEST

CLIENT: West Allis (WALS)	**SCR NUMBER: 2003-1985**
APPLICATION: CX - Customer Information System	**DATE: 06/24/2003**

REQUEST DESCRIPTION

New client, West Allis, is requesting base interface programs for upload / download programs for Itron hand held. Correct version of Itron will be needed prior to installation.

Any other changes will require an Additional SCR.

NOTE: Request will be: _ = One Time Process, _ = Custom Modification, _ = Base Feature
If Custom Modification then the estimated future cost for retrofitting this work is:

	TOTAL COST: **$ 2000.00**
HTE, INC. CONFIRMATION: *RoseAnn Hunter*	DATE: 6/24/03
CLIENT AUTHORIZATION:	DATE:
REQUESTED COMPLETION DATE:	

INSTRUCTIONS:

1) **This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 days. Unreturned and unsigned SCRs will automatically be cancelled after 30 days.**
2) Return a faxed, signed copy to HTE (407-304-1065).
3) Maintain a copy for your records.
4) Upon receipt of the fax, it will be processed through the HTE Accounting Department for invoicing.

INFORMATION

5) On site installation and training is not included in cost unless specified above.
6) If your organization has a modification maintenance agreement ($100.00/modified object), this modification will become part of the plan. If you do not have an agreement, you are responsible for the cost to retrofit this mod into new releases.

INVOICE –

- **For billing inquiries regarding this SCR, please use the number located at the top right of this form.**
- **Please remit 50% of the total cost to HTE's Accounting Department referencing this SCR #. Programming will not begin until the 50% payment is received.**
- **Prices are quoted in U.S. dollars.**

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HTE, Inc.

SYSTEM CHANGE REQUEST

CLIENT: City of West Allis	**SCR NUMBER: WALS PR 2003-1988**
APPLICATION: Payroll	**DATE: 06/26/2003**

REQUEST DESCRIPTION

Client is requesting that HTE modify the automatic overtime calculation according to the attached document.

NOTE: Request will be: _ = One Time Process, X = Custom Modification, _ = Base Feature
If Custom Modification then the estimated future cost for retrofitting this work is: No change, existing MOD

	TOTAL COST: **$2000.00**
HTE, INC. CONFIRMATION: Alicia Loving	DATE: 06/26/2003
CLIENT AUTHORIZATION:	DATE:
REQUESTED COMPLETION DATE:	

INSTRUCTIONS:

1) **This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 days. Unreturned and unsigned SCRs will automatically be cancelled after 30 days.**
2) Return a faxed, signed copy to HTE (407-304-1065).
3) Maintain a copy for your records.
4) Upon receipt of the fax, it will be processed through the HTE Accounting Department for invoicing.

INFORMATION

5) On site installation and training is not included in cost unless specified above.
6) If your organization has a modification maintenance agreement (Currently $100.00/modified object and is subject to change), this modification will become part of the plan. If you do not have an agreement, you are responsible for the cost to retrofit this mod into new releases.

INVOICE –

- **For billing inquiries regarding this SCR, please use the number located at the top right of this form.**
- **Please remit 50% of the total cost to HTE's Accounting Department referencing this SCR #. Programming will not begin until the 50% payment is received.**
- **Prices are quoted in U.S. dollars.**