

**ADDENDUM TO USER AGREEMENT
BETWEEN
THE CITY OF OVERLAND PARK
AND
THE CITY OF OLATHE, KANSAS**

This ADDENDUM is made and entered into on this ____ day of August 2013 by and between the City of Overland Park, Kansas, hereinafter referred to as "SYSTEM PROVIDER," and The City of Olathe, Kansas, hereinafter referred to as "USER AGENCY."

WHEREAS, SYSTEM PROVIDER and USER AGENCY previously entered into a User Agreement (AGREEMENT) dated August 1, 2009 regarding access and use of SYSTEM PROVIDER'S Intergraph Computer Aided Dispatch (CAD), Records Management (RMS), and Mobile Data Computer (MDC) systems; and

WHEREAS, the Parties desire to modify said AGREEMENT;

THEREFORE, the Parties agree that ARTICLE 6. CONSIDERATION in said AGREEMENT shall be amended to read as follows:

ARTICLE 6. CONSIDERATION

Consideration for this AGREEMENT will consist of three elements calculated and invoiced as follows:

- (a) Maintenance agreement costs will be spread among USER AGENCIES and will be determined annually by SYSTEM PROVIDER. Costs will be calculated based on the number of access licenses declared each year by USER AGENCIES, and such declaration will remain in effect for that year. USER AGENCIES must declare to SYSTEM PROVIDER their necessary access licenses by May 1 of each year.
- (b) Hardware, storage and support personnel costs will be spread among USER AGENCIES and will be calculated and billed annually by SYSTEM PROVIDER. Costs based on the number of access licenses declared each year by USER AGENCIES as set forth in subparagraph (a), above.

An Invoice for final or estimated maintenance costs will be distributed to each USER AGENCY by June 1 of each year so that USER AGENCY can budget for the expenditure. In the event SYSTEM PROVIDER incurs additional or reduced costs due to contract negotiations, a corrected invoice will be sent no later than November 1. Invoices for maintenance costs must be paid by the USER AGENCY no later than January 31 of the following year.

- (c) SYSTEM PROVIDER may, in its sole discretion, determine whether software or hardware upgrades are necessary or desirable for continued, efficient operation of the system. Upgrade costs will be spread among USER AGENCIES and will be determined every three years or as SYSTEM PROVIDER deems necessary. Upgrade costs will be determined by the number of access licenses declared during the previous year by USER AGENCIES.

An invoice for upgrade costs will be distributed to each USER AGENCY once upgrade costs are determined. Invoices for upgrade costs must be paid no later than January 31 of the following year.

For purposes of this AGREEMENT an access license is defined as a live connection to either the I-Cad database, I-Leads database and/or I-Netviewer. The access license is granted by the SYSTEM PROVIDER in return for compensation, and may be terminated under the terms of this AGREEMENT.

All other provisions of the AGREEMENT shall remain in effect.

IN WITNESS WHEREOF, the parties hereto caused this AGREEMENT to be executed by the proper officers and officials.

APPROVED AS TO FORM:

CITY OF OLATHE, KANSAS

CITY ATTORNEY

By

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY OF OVERLAND PARK, KANSAS

John J. Knoll
SENIOR ASSISTANT CITY ATTORNEY

By CARL GERLACH
MAYOR

ATTEST:

MARIAN COOK CITY CLERK