

**ADDENDUM TO INTERGRAPH USER AGREEMENT
BETWEEN
THE CITY OF OVERLAND PARK
AND
THE CITY OF MERRIAM**

The parties have entered into an Agreement effective the 1st day of August 2009, and pursuant to Article 10 of that Agreement, wish to make certain changes to its terms. Accordingly, the parties agree as follows:

1. ARTICLE 2. OBLIGATIONS OF USER AGENCY, shall be deleted and replaced with the following language:

ARTICLE 2. OBLIGATIONS OF USER AGENCY

A. Workstation and Software

The USER AGENCY shall be responsible for providing the required workstations and workstation software. The workstations will be located in Merriam, Kansas. The workstation software shall be compatible with the software operating on server of SYSTEM PROVIDER.

B. User Agreement for ALERT and KCJIS Access

The USER AGENCY is required to maintain a current user agreement with the Board of Police Commissioners of Kansas City, Missouri for access to the criminal justice information provided on SYSTEM including but not limited to, Alert, the National Crime Information Center (NCIC), Missouri Uniform Law Enforcement System (MULES), Missouri Department of Revenue (DOR), Kansas Department of Revenue (KDOR), the Automated Statewide Telecommunications Records Access (ASTRA), and the National Law Enforcement Telecommunications System (NLETS). The USER AGENCY agrees to abide by all terms and conditions of the user agreement with the Board of Police Commissioners of Kansas City, Missouri. Violation of that agreement shall be considered a violation of this AGREEMENT and pursuant to Article 5, is grounds for immediate termination of this AGREEMENT. The USER AGENCY further agrees to abide by the policies and procedures set forth in the Memorandum of Agreement regarding the installation and use of KIBRS Gateway software received from the Kansas Criminal Justice Information System (KCJIS). A violation of those policies and procedures shall be considered a violation of this AGREEMENT and pursuant to Article 5, is grounds for immediate termination of this AGREEMENT.

C. Dissemination of Information

The USER AGENCY agrees to abide by all federal and state laws and regulations, relating to the collection, storage, retrieval, and dissemination of criminal justice information. Under no circumstances will the USER AGENCY disseminate information entered into the

SYSTEM by SYSTEM PROVIDER or any other user agency. The SYSTEM PROVIDER will not disseminate information entered into the SYSTEM by the USER AGENCY.

Both parties understand that information entered into the system can be viewed by other user agencies as well as law enforcement support groups, Emerging Threat Analysis Capability Center (ETAC) and Kansas City Terrorism Early Warning Group (KCTEW), and such access by these agencies is not considered a dissemination of this information for purposes of this AGREEMENT.

D. Completeness, Accuracy, Submission, and Security

The USER AGENCY agrees to be responsible for the accuracy, timeliness, and completeness of information entered into or through the SYSTEM by the USER AGENCY. The USER AGENCY agrees to make a good faith effort to maintain the integrity of the I/LEADS Master Name Index, Master Location Index, and Master Property Index. The USER AGENCY is responsible for the submission of criminal offense and criminal arrest data to the State of Kansas or any other entity as is required by law. The USER AGENCY is responsible for managing security of information contained in the databases, as well as the user access and security for its employees.

E. Training

USER AGENCY agrees to train any personnel accessing the SYSTEM according to the training standard provided by Intergraph Public Safety. The USER AGENCY represents and agrees that they assume the responsibility to ensure that all persons operating the software shall be properly qualified, supervised, and trained, and have demonstrated effectively that the operator is proficient to properly access the SYSTEM.

USER AGENCY further agrees to train any personnel accessing the SYSTEM regarding all obligations of USER AGENCY created herein. USER AGENCY shall adequately supervise personnel accessing the system to ensure compliance herewith.

2. ARTICLE 6. CONSIDERATION, shall be deleted and replaced with the following language.

ARTICLE 6. CONSIDERATION

Consideration for this AGREEMENT will consist of two 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. Beginning in 2010, USER

AGENCIES must declare to SYSTEM PROVIDER their necessary access licenses by May 1 of each year.

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.

- (b) 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 by the USER AGENCY 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

3. All other Articles in the original Agreement remain unchanged. In the event of a conflict, the language of this Addendum controls.

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

APPROVED AS TO FORM:

CITY OF MERRIAM, KANSAS

ASSISTANT 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