

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

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 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

2. 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 OLATHE, 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