

EXTENSION AGREEMENT

This Extension Agreement ("Extension Agreement") is made and entered into by and between Mark Rolley Consulting, Inc. ("MRC"), the City of Evansville, Indiana ("City"), and Vanderburgh County, Indiana ("County"), with the City and the County being hereinafter jointly referred to as the "Customer" and has an effective date simultaneous with the date this agreement is signed by the last of the City and the County,

WITNESSETH:

WHEREAS, the Customer and MRC entered into a Master Agreement for Information Technology Services ("Master Agreement") and a document entitled Statement of Work ("SOW"), with the County signing said Master Agreement and SOW on September 18, 2006, and the City and MRC signing said Master Agreement and SOW on September 21, 2006, and with September 21, 2006 being considered the effective date of the said Master Agreement and SOW; and

WHEREAS, the parties wish to amend the Master Agreement and the SOW as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and in consideration of the mutual agreements of the parties hereto, one unto the other, the parties hereto do hereby agree as follows:

1. Section 3.1 of the Master Agreement is modified to read as follows:

"Section 3.1 Term

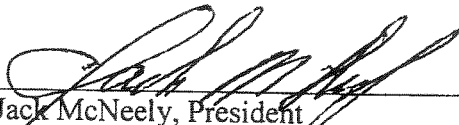
The term of this Master Agreement (the "Term") is from contract signing date to December 31, 2016, unless earlier terminated or renewed in accordance with the provisions of this Master Agreement."

2. Section 6, entitled PAYMENT SCHEDULE of the SOW is amended by deleting said Section 6 as presently constituted and substituting in lieu thereof the Section 6 PAYMENT SCHEDULE as is attached hereto, made a part hereof, and marked Exhibit "A".

3. Except as modified as set forth herein, all terms and provisions of the Master Agreement and the SOW shall continue in full force and effect.

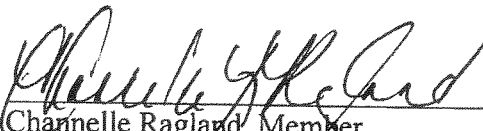
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the dates indicated, with each executing party representing and warranting that he/she is authorized to execute this document on behalf of the City, the County or MRC, as applicable, and that all actions necessary for this agreement to constitute the valid and binding act of the respective parties have occurred.

For City of Evansville



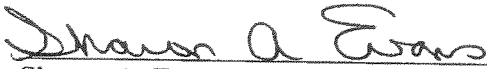
Jack McNeely, President
Evansville Board of Public Works

Anthony Brooks, Vice President
Evansville Board of Public Works



Channelle Ragland, Member
Evansville Board of Public Works

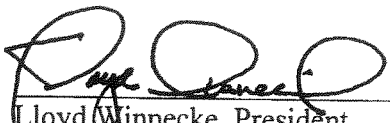
Attested by:



Sharon A. Evans, Secretary
Evansville Board of Public Works

Date: Feb. 24, 2011


For Vanderburgh County



Lloyd Winnecke, President
Vanderburgh County Board of Commissioners




Marsha Abell, Vice President
Vanderburgh County Board of Commissioners



Stephen R. Melcher, President *Member*
Vanderburgh County Board of Commissioners

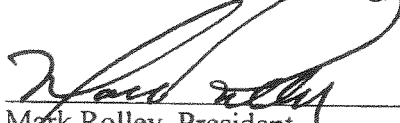
Attested by:



Joe Gries
Vanderburgh County Auditor

Date: 2/22/11

For Mark Rolley Consulting, Inc.



Mark Rolley, President
Mark Rolley Consulting, Inc.

Date: 2-23-11

EXHIBIT "A"

6 PAYMENT SCHEDULE

CITY OF EVANSVILLE/COUNTY OF VANDERBURGH

City Payment Table

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2011	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 91,792.40	\$ 1,125,508.80
2012	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 96,606.17	\$ 1,159,774.06
2013	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 99,504.36	\$ 1,194,053.29
2014	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 102,489.49	\$ 1,228,873.85
2015	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 105,564.17	\$ 1,264,770.07
2016	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 108,731.10	\$ 1,304,773.17

County Payment Table

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2011	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 79,723.54	\$ 956,682.52
2012	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 82,115.29	\$ 985,383.45
2013	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 84,578.75	\$ 1,014,944.95
2014	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 87,116.11	\$ 1,045,393.30
2015	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 89,729.59	\$ 1,076,755.10
2016	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 92,421.48	\$ 1,109,057.75

The above calculations include the Cola of 3.0% and added to the monthly payment starting with January 1st 2012. Cola will be calculated each year thereafter and added on a compounding basis to the Monthly payment starting with the month of January.

Pricing Assumptions

MRC pricing assumes no more than an annual growth rate of ten percent (10%) in the entire system of the Customer. If the Customer grows more than ten percent (10%) in the entire system, then MRC may request and Customer will entertain the negotiation of a Service Enhancement Agreement to accommodate the additional growth. MRC understands that even if Customer acknowledges the fairness of entering into a Service Enhancement Agreement and wishes to enter into such an Agreement, it may only do so to the extent that funds therefore are appropriated by the Evansville City Council (in the case of the City of Evansville) or the Vanderburgh County Council (in the case of Vanderburgh County).

EXHIBIT "A"

RATES FOR SUPPLEMENTAL SERVICES

Absent any written amendment to this Agreement to the contrary in any instance, for each person-day Supplemental Services provided by MRC personnel in the MRC positions described in the table below, Customer shall pay MRC an amount calculated by multiplying the then-current daily wage paid by MRC to such individual, multiplied by the "Billing Rate" provided for in the table below. MRC reserves the right to determine the minimum length of any Supplemental Services engagement. Customer shall additionally reimburse MRC for all travel, living and related expenses that MRC and/or its personnel reasonably and actually incur in providing Customer with Supplemental Services:

Personnel Resource	Hourly Rate
Manager	\$75.00
Database Administrator	\$75.00
Programmer/Analyst	\$75.00
Web Developer	\$75.00
Network Specialist	\$75.00
Help Desk Specialist	\$65.00
GIS Consultant	\$75.00

N.B.: Annual Cost Adjustment is not included. Rates are subject to escalation equal to contract COLA.