

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Professional Services Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and the Tusa Consulting Services, hereinafter referred to as "Contractor" and is effective this 27th day of December, 2016.

WITNESSETH:

WHEREAS, MARC and CONSULTANT are parties to an Agreement dated December 1, 2015, (the "Professional Services Agreement"), in which the CONSULTANT agrees to prepare a cost model for shared maintenance of the Metropolitan Regional Radio System (MARRS), preparing of a long-range infrastructure plan for MARRS and preparation of a map of the regional microwave network, herein defined as the "Project" and

MARC and CONSULTANT wish to amend certain terms and provisions of the Professional Services Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Professional Services Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment.** Sections 3 of the Agreement is hereby amended as follows:

Section 3: Period of Service is extended to July 31, 2017.

2. **New Provision.** Section 18 is hereby added to the Agreement as follows:


The CONSULTANT agrees to provide consulting services similar in nature to what has been provided to the Mid-America Regional Council through this Agreement to any city or county jurisdiction in the nine-county Kansas City region. The interested city or county will be offered services in accordance with the prices, terms and conditions of the Agreement between the CONSULTANT and MARC. All sales to other jurisdictions will be made through agreements between the CONSULTANT and that jurisdiction on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

3. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Professional Services Agreement, this Amendment and the Professional Services Agreement shall be deemed to conform with the terms and conditions of this Amendment.
4. **Binding Effect.** All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

MID-AMERICA REGIONAL COUNCIL

TUSA CONSULTING SERVICES

By: 
David A. Warm
Executive Director

By: 

Date: 1/5/17

Date: 12/27/16

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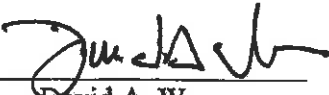
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TUSA CONSULTING SERVICES

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David A. Warm
Executive Director

By: 

Date: 1/6/17

Date: 12/27/16