Typically at least two originals of the contract document are executed. *Please mark all signature areas where executive director is to sign; complete any sections such as title, name, etc. Expenses (for Purchase of Goods or Services or Pass-Through of Federal Funds) Consulting Lervices Agreement with Sustainability Plan Amount Expense will charged to _ (Provide "Grant Name" from the GP List of Active Grants found on the intranet under GP Financial Reports) Grant (or GP GL Account) Number ___ How will the expenses incurred under this agreement be funded? Indicate below the type of grant revenues that will be used to fund the expenses. (Refer to the grant income statement and determine the type of grant revenues budgeted for the grant. If multiple types of revenue, confer with the department director.) Federal or Non-Federal: ☐ Yes ☐ No – Are grant revenues Federal (Direct) or Federal Pass-Through? If yes, complete the "Direct or Pass-Through for Federal Grants" addendum. (See Intranet) Key Vendor Information: 1. Taxpayer Identification Number (TIN) - Obtain number from attached Federal W-9 form. (Format for EIN # is 12-3456789 or SSN# is xxx-xxx-1234, show only last 4 digits of SSN#) 2. <u>E-Verify Affidavit</u> – See guidance on MARC intranet, under Official Documents, E-Verify Program. ☐ Yes ☐ No - Is the purchase funded by a grant that requires the E-Verify affidavit? Yes No - If yes, is the contract for services (not goods) and over \$5,000? ☐ Yes ☐ No - If yes, is the E-Verify Affidavit attached? 3. <u>Insurance Certificate:</u> Yes No - Does agreement require a certificate of insurance coverage? Yes No - Is MARC required to be listed as an additional insured? Certificate obtained on _____ (Insert date or N/A if not required) 4. Certifications: Yes No - Does the vendor have any local, state or federal certifications for DBE/WBE/MBE? If "yes," attach certification(s) so that Dorothy Pope can have AP staff update the GP vendor record. **Bid Process:** See next page for summary information on the bid process or sole source procurement. Approval Level to Expend Funds: (Mark the appropriate box) □ \$1001 to \$5,000 – Department Director □ \$25,001 to \$50,000 - B&P Date _____ By____ Form Completed By Date Program Manager/Director Approval Date Dept. Director Approval Date Finance Dept. Approval Date Joy, Virginia or Mark (D Pope make copy, if needed) Date Executive Dir. Approval* Date Special Instructions or Comments Original sent to Finance on _____ Distribution within MARC:

PATH OF REVIEW WORKSHEET

Copy sent to department on

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. <u>Amendment</u>. 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. <u>Controlling Agreement</u>. 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. <u>Binding Effect</u>. 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

David A. Warm

Executive Director

Date: /2/77/14

2

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MID-AMERICA REGIONAL COUNCIL

TUSA CONSULTING SERVICES

David A. Warm

Executive Director

Date: /2/27/14

2