

**ADDENDUM TO THE EMERGENCY COMMUNICATION P-25 SYSTEM AND SERVICE  
PURCHASE AGREEMENT**

by and between:  
**SEDGWICK COUNTY, KANSAS**  
and  
**AIRBUS DS COMMUNICATIONS**

This Addendum entered into this 9th day of February 2017, by and between Sedgwick County, Kansas ("County") and Airbus DS Communications ("Contractor").

WITNESSETH:

**WHEREAS**, County entered into an Emergency Communication P-25 System and Service Purchase Agreement on July 25, 2011, with Cassidian Communications, Inc. ("Cassidian") ("Original Agreement"); and

**WHEREAS**, County and Cassidian entered into an Amendment to the Original Agreement on October 10, 2012 ("First Amendment"); and

**WHEREAS**, County and Cassidian entered into a Support Services Plan Agreement in conjunction with the Original Agreement and the First Amendment on March 8, 2012 ("Service Plan Agreement"); and

**WHEREAS**, Airbus DS Communications is the successor in interest of Cassidian; and

**WHEREAS**, the parties now find it necessary to make an addition to the Original Agreement and the First Amendment.

**NOW, THEREFORE**, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto do agree as follows:

1. **Installation of Ice Shields.** County will arrange for the installation of ice shields at the following emergency communications sites: Cheney, Goddard, Clonmel, Colwich, Haysville, Andover, Mulvane and Wichita-KDOT. Contractor makes no representations or warranties with respect to the installation of the ice shields and assumes no liability with respect to the quality of the installation services or the ice shields themselves.

2. **Offset to County's Maintenance Agreement.** Contractor agrees that County may subtract the cost of such installation work from the County's 2018 yearly maintenance fee, as set forth in the Service Plan Agreement, in an amount not to exceed ONE HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$165,500.00). Contractor agrees that, in the event County's total costs under this Amendment do not reach \$165,500.00, Contractor shall have no right of claw back for any remaining portion thereof.

All other terms and conditions of the Original Agreement and the Maintenance Agreement are retained and shall remain in full force and effect and shall govern the actions and obligations of the parties unless specifically accepted or otherwise noted above.


IN WITNESS WHEREOF, County and Contractor have executed this Amendment as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

---

David M. Unruh, Chairman  
Commissioner, First District

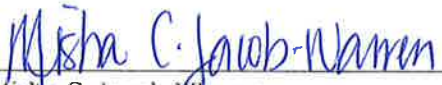
AIRBUS DS COMMUNICATIONS



---

Donald A. Boyd III  
Legal Counsel

APPROVED AS TO FORM ONLY:



---

Misha C. Jacob-Warren  
Assistant County Counselor

ATTESTED TO:

---

Kelly B. Arnold  
County Clerk