

ADDENDUM No. 2 TO AN AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____ in the year 2003;

BY AND BETWEEN **Marion County, Kansas**, hereinafter called the "Client," and **Bucher, Willis & Ratliff Corporation** of Kansas City, Missouri, hereinafter called the "Consultant;"

WHEREAS, the Client desires to continue preparing planning and zoning materials relevant to the Comprehensive Plan which was adopted in 2003, given the need to implement policies and procedures from the plan goals and objectives, hereinafter called the "Project;" and

WHEREAS, the Client needs the Consultant to continue the current professional planning services as an addendum to the original agreement for the comprehensive plan for Marion County;

NOW, THEREFORE, the Client and the Consultant, in consideration of their mutual covenants herein, agree in matters pertaining to the performance or furnishing of professional consulting services by the Consultant with respect to the Project and the payment for those services by the Client as set forth below.

ARTICLE I CONSULTANT RESPONSIBILITIES

The Consultant shall perform for or furnish to the Client professional planning and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the Client's prime planning professional on this Project.

The standard of care for all professional planning and related services performed or furnished by the Consultant under this Agreement will be with the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services.

ARTICLE II SCOPE OF SERVICES

MARION COUNTY REGULATORY REVISIONS

The Consultant will provide text amendments to the zoning regulations of Marion County that implement the goals and objectives of the Comprehensive Plan. The amendments will specifically apply adopted policies of the plan regarding such matters as zoning along growth corridors of the county, wind farms, communication towers, and related matters. The Consultant shall meet once with the planning commission and once with the county commission to discuss these amendments and the issues that pertain thereto. In addition, the Consultant shall attend one public hearing conducted by the County as required by state law prior to the County adopting the regulatory amendment.

**ARTICLE III
PROJECT FEE**

The Consultant will perform the services described in the Scope of Services, Article II on a lump sum basis for an amount of \$10,000. A statement shall be submitted by the Consultant monthly for the percentage of completed work to date, itemizing the position, number of hours, services performed and other expenses for the work specifically requested by the County. This statement shall separately itemize expenses for General Planning Services and expenses for special projects. The County shall make payment within thirty (30) calendar days of the date of said statement for all expenses.

Should the Consultant perform additional services as directed by the Client beyond those specified in Article II, compensation will be billed on an hourly basis as set forth below. The Consultant, as a condition to payment of amounts above the lump sums herein specified, shall first notify the Client that the services requested or contemplated by the Client fall outside the scope of services in Article II, and provide the Client in writing a reasonable estimate of the cost of the work so requested or contemplated.

HOURLY RATES OF CONSULTANT THROUGH MAY 31, 2004

Classification	Hourly Rate
Project Manager	\$ 130.00
Planner II	\$ 80.00
Planner I	\$ 70.00
Clerical	\$ 45.00
Mileage	Current IRS-Approved Mileage Rate

**ARTICLE IV
SCHEDULE**

The schedule for completion of the project is estimated as five months. Work will start within 20 days of an agreement for services.

**ARTICLE V
CLIENT'S RESPONSIBILITIES**

The Client shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs thereto:

1. Furnish to the Consultant an electronic version of all support document.
2. Reproduce copies of final reports of the Project.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

This Agreement shall commence on the date first written above, and shall continue until the 31st day of May, 2004; PROVIDED, HOWEVER, that the County may terminate this Agreement at any time and for any reason by giving to the Consultant a notice in writing at least thirty (30) days prior to the effective date of such termination. In the event the County terminates this Agreement as herein provided, the County agrees to pay to the Consultant any and all sums due and owing him for services rendered in accordance with the terms of this Agreement to the effective date of such termination.

Bucher, Willis & Ratliff Project Team:

Ronald A. Williamson, AICP Principal-in-Charge
Scott Michie, AICP Project Manager/Senior Planner
Sean Ackerson, AICP Project Planner II
Pratibha Basrao..... Project Planner I
Bob Orr, Project Engineer
Tiffany Aranki..... Team Assistant

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their duly authorized officers in two (2) counterparts, each of which shall be deemed an original, on the day and year first above written.

**CONSULTANT:
BUCHER, WILLIS & RATLIFF CORPORATION**

By: 

Ronald A. Williamson, AICP
Executive Vice-President

**COUNTY:
COUNTY OF MARION, KANSAS**

County Commissioner

County Commissioner

County Commissioner

ATTEST:

County Clerk