

CONTRACT
for
CONSULTING SERVICES
to assist in the
ADMINISTRATION OF LAND USE REGULATIONS & PLANNING SERVICES
for
CITY OF ANTHONY, KANSAS

This Contract entered into this _____ day of _____, 2022, by and between Baughman Company, P.A. (hereinafter referred to as CONSULTANT) and the City of Anthony, Kansas, (hereinafter referred to as CITY) for assistance in the administration of the CITY land use Regulations and to provide other assistance deemed necessary to support the CITY.

SCOPE OF SERVICES

CONSULTANT agrees to provide the services of Russ Ewy, a Certified Planner knowledgeable in community planning and zoning procedures, to assist the CITY (hereinafter referred to as CONSULTING EMPLOYEE). The CONSULTING EMPLOYEE's duties include, but are not limited to assisting the Zoning Administrator with the following activities, where needed:

- Attending Planning Commission meetings upon request
- Assisting with zoning cases to the Planning Commission and City Commission
- Reviewing plat applications
- Reviewing general development-related matters
- Assisting with development of amendments to regulations
- General correspondence

The CONSULTING EMPLOYEE shall perform work under this Contract upon call for such work at the direction of the CITY for a maximum of eight (8) hours per calendar month, unless otherwise directed by the CITY. The CONSULTING EMPLOYEE shall attend regularly scheduled Planning Commission Meetings only when directed by the CITY. In addition, the CONSULTING EMPLOYEE shall be available to meet with the City Commission, City Counselor and other necessary officials of the CITY for the purpose of reviewing ongoing matters of interest to the CITY as directed by the CITY.

COMPENSATION

The CITY will be billed at a rate of One Hundred Dollars (\$125.00) per hour for each hour of work performed by the CONSULTING EMPLOYEE on behalf of the CITY. Payment for services rendered shall be on a monthly basis for hours actually worked. The CONSULTANT shall submit a monthly billing for services before the CITY shall be obligated to make payment.

It is understood that the CITY shall make payments monthly during its regular accounts payable cycle and that CONSULTANT shall submit its monthly bill in sufficient time to be included within the processing of said accounts payable. Addendums or additions to this Contract shall be in writing and will be governed by the compensation rates of this Contract unless agreed to otherwise by both parties. All payments shall be made to Baughman Company, P.A.

CITY RESPONSIBILITIES

In order to complete this Contract, the CITY agrees to provide the CONSULTING EMPLOYEE sufficient access to records, documents, maps, previous studies or reports, and employees of all departments and agencies of the CITY, which pertain thereto. The CITY shall further be responsible for securing a meeting place for all meetings; provide notification of meetings to all interested parties; placing and bearing any costs associated with legal notices or advertisements associated with any meetings or public hearings required by law or by the CITY; and providing such legal services as the CITY deems necessary for any review of documents prepared under the terms of this Contract.

TERMS OF AGREEMENT

The term of this Contract will begin on the date of this Contract and will remain in full force and effect until December 31, 2022, subject to earlier termination as provided in this Contract. The Term of this Contract may be extended with the written consent of both Parties. In the event that either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

TERMINATION

The CITY may terminate this Contract upon written notice to the CONSULTANT fifteen (15) calendar days in advance of the time CONSULTANT is to stop work. CONSULTANT shall be entitled to payment of all services rendered up to the time of the notice to stop work, said payment to be based on the hourly rate of time actually spent on the project by the CONSULTANT, but not to exceed an amount equal to the next regular monthly payment as specified herein. CITY agrees to make such payment promptly upon proper billing by the CONSULTANT.

It is understood that the CONSULTANT is obligated to complete the work outlined herein and, as such, may not terminate this Contract, unless mutually agreed to by both parties. Should the CONSULTANT be unable to complete this Contract, he may subcontract the balance of this work to another party, subject to approval by the CITY, and said third party will complete the balance of work left under the terms of this Contract. If such a case occurs, the CITY shall not be responsible for any payments for services rendered by said third party beyond the amount provided herein to CONSULTANT. If the costs exceed such amount, the CONSULTANT shall bear responsibility for paying such excess costs.

GOVERNING LAW

This Contract shall be governed by the laws of the State of Kansas.

INDEPENDENT CONTRACTOR

In providing the Services under this Contract it is expressly agreed that the CONSULTANT is acting as an independent contractor and not as an employee of the CITY. The CONSULTANT and the CITY acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a Contract for service. The CITY is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the CONSULTANT during the Term. The CONSULTANT is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the CONSULTANT under this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire and integrated Contract between the CONSULTANT and the CITY and supersedes all prior negotiations, representations, understandings, or agreements either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day of _____, 2022.

BAUGHMAN COMPANY, P.A.

By: _____
Philip J. Meyer, Vice President

CITY OF ANTHONY, KANSAS

By: _____
Gregory L. Cleveland, Mayor

ATTEST:

Cyndra Kastens, City Clerk/Administrator