

## ADDENDUM TO AGREEMENT

This ADDENDUM TO AGREEMENT, made and entered into on \_\_\_\_\_, 2007, by and between the CITY OF OVERLAND PARK, KANSAS, a municipal corporation hereinafter referred to as the "CITY", and LESTER E. RICHARDSON, D.O., hereinafter referred to as "DR. RICHARDSON

WHEREAS, City and Dr. Richardson desire to amend the AGREEMENT FOR PROFESSIONAL SERVICES previously entered into by the parties on December 18, 2006 in order to increase the basic compensation of Dr. Richardson for the term of the AGREEMENT beginning on December 1, 2007 and ending on November 30, 2008.

NOW, THEREFORE, in consideration of the promises and covenants of this contract, the parties agree as follows:

1. EXISTING AGREEMENT. All the terms and conditions of the AGREEMENT FOR PROFESSIONAL SERVICES dated December 18, 2006, shall remain in full force and effect except as specifically modified by the terms of this Addendum.
2. Article V, Compensation, of said AGREEMENT FOR PROFESSIONAL SERVICES is hereby amended to read as follows:

### V. COMPENSATION

A. Basic Compensation. As compensation for the satisfactory performance of services rendered during the term of this Agreement beginning December 1, 2007 and ending November 30, 2008, the CITY agrees to pay DR. RICHARDSON TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) for that time outlined at numbers 13 and 14 of Exhibit A. For the time outlined at number 15, DR. RICHARDSON may bill the CITY ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00) per hour, not to exceed \$5,000.00 during the term of the Agreement. The CITY will also, as compensation for the performance of services, pay DR. RICHARDSON'S dues to NAEMSP and expenses to the NAEMSP yearly national convention, not to exceed FIVE THOUSAND AND 00/100 DOLLARS (\$5,000) during the term of this Agreement. The CITY will not be responsible for compensating any other physicians who may occasionally perform some of the duties required under this Agreement at the direction of DR. RICHARDSON.

B. Renewal Compensation. Unless otherwise agreed to by both DR. RICHARDSON and the CITY, or its duly authorized representative, compensation for any renewal term shall be the amount stated above in Paragraph A.

C. Compensation Upon Termination. Upon termination of this Agreement, for any reason, during either the initial or any renewal term, the compensation due and payable to DR. RICHARDSON shall be prorated according to the number of calendar months for which services were performed.

IN WITNESS WHEREOF, the parties hereto have caused this ADDENDUM TO AGREEMENT to be executed in five (5) counterparts by their duly authorized representatives the day and year first above written.

LESTER E. RICHARDSON, D.O.  
KANSAS

CITY OF OVERLAND PARK,

By \_\_\_\_\_  
Lester E. Richardson, D.O.

By \_\_\_\_\_  
Carl Gerlach, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Marian Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Bart Budetti  
Senior Assistant City Attorney