

**AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DOUGLAS, WYOMING, AND PEASLEY & ARMSTRONG LLP FOR ATTORNEY SERVICES**

1. **Parties.** This Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address is 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming 82633 and Peasley & Armstrong LLP (hereinafter referred to as "Attorney"), whose address is 119 S. 3<sup>rd</sup> Street, Douglas, WY 82633. For and in consideration of the mutual promises and covenants set forth below, City and Attorney agree to the following:

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Original Agreement between City and Attorney which was duly executed on the 8<sup>th</sup> day of March 2021. The purpose of this Amendment is to revise Paragraph 3 of the Original Agreement to extend the term of the contract.

3. **Additional Terms of Agreement.** It is mutually agreed by and between the parties to revise the following paragraph in the Original Agreement to read as follows.

3. **Term of Contract.** The term of the Contract is from the date of execution of this Contract until February 28, 2023, unless this Contract is otherwise terminated pursuant to the termination provision contained in Paragraph 7.12 contained within the original Contract. This Contract may be renewed by Agreement of both parties in writing, subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of City.

4. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Agreement between the City and Lessee shall remain unchanged and in full force and effect.

5. **Entirety of Amendment.** This Amendment, consisting of one (1) page presents the entire and integrated Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral concerning the subject hereof.

**IN WITNESS WHEREOF**, the Governing Body of the City of Douglas has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, through their duly authorized representatives has signed and executed this Contract, the day and year first written above.

**CITY OF DOUGLAS, WYOMING:**

**PEASLEY & ARMSTRONG LLP**

By: \_\_\_\_\_  
Rene' Kemper, Mayor

By: \_\_\_\_\_  
Michael Armstrong

**Attest:**

\_\_\_\_\_  
Chaz Schumacher, City Clerk