

**AMENDMENT NUMBER ONE TO AT-WILL EMPLOYMENT CONTRACT
BETWEEN CITY OF DOUGLAS, WYOMING, AND JD COX**

1. **Parties.** This Amendment is made and entered into this 14th day of August 2023, by and between the City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming 82633 and JD Cox (hereinafter referred to as “City Administrator”), whose mailing address is 1372 Sweetwater Road, Douglas, Wyoming 82633.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Original Contract between City and Contractor which was duly executed on the 2nd day of May 2022. The purpose of this Amendment is to revise Paragraph 4, 4.01 of the Original Contract to increase the amount of annual base salary specified in the Original Agreement from \$135,000.00 to \$141,750.00 and authorize a one-time bonus payment of \$5,000.00. For and in consideration of the mutual promises and covenants set forth below, City and City Administrator agree to the following:

3. **Additional Terms of Agreement.** It is mutually agreed by and between the parties to revise Paragraph 4, 4.01 of the Original Contract to read as follows.

4. **Payment.**

4.01 In consideration of the services provided by City Administrator as set forth in Section 4, 4.01 of this Contract, City agrees effective July 1, 2023 to pay City Administrator an annual base salary of one hundred forty-one thousand seven hundred fifty dollars (\$141,750.00) payable in installments at the same time that other City employees of City are paid. City also agrees to pay City Administrator a one-time bonus payment of five thousand dollars (\$5,000.00) payable on the next available payroll. As provided in Laws 1992, Chapter 71, Section 2(a)(v), City shall withhold applicable state and federal taxes from City Administrator’s salary and bonus payment.

4. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Contract between the City and City Administrator 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 City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and City Administrator has signed and executed this Agreement, the day and year first written above.

CITY OF DOUGLAS, WYOMING:

By: _____
Kim Pexton, Mayor

ATTEST:

Chaz Kokesh, City Clerk

CITY ADMINISTRATOR:

JD Cox

By: _____

Witness: _____