FIRST AMENDMENT TO LEGAL SERVICES CONTRACT LARAMIE COUNTY, WYOMING/BAILEY | STOCK | HARMON | COTTAM | LOPEZ | LLP

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Bailey | Stock | Harmon | Cottam | Lopez LLP, through Ronnie Lopez, P. O. Box 1557, Cheyenne, Wyoming 82003 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Amendment is to add provisions to legal services contract #230905-24.

II. TERM

The term of this Amendment shall commence on the date last executed by the duly authorized representatives of the parties to the Agreement & this Amendment and shall remain in full force and effect until June 30, 2025, the original date of the Agreement.

III. PAYMENT

The hourly rate under the original Agreement shall remain the same. COUNTY agrees to pay the CONTRACTOR \$50,000 for the CONTRACTOR to hold in trust for the payment of CONTRACTOR's services and any additional services that CONTRACTOR retains from third parties in furtherance of CONTRACTOR's work on behalf of COUNTY, including professional inspectors necessary for real estate purchases. No payment shall be made before the last signature is affixed to this Amendment. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

1. Responsibilities of the CONTRACTOR have not changed.

VI. SPECIAL PROVISIONS

1. <u>Use of Funds:</u> Monies provided under this Amendment shall be held in CONTRACTOR's trust account for payment of CONTRACTOR's invoices, including expenses incurred by hiring professional inspectors. In the event that CONTRACTOR's invoices, including third party expenses, exceed \$50,000, COUNTY agrees to provide additional funding to cover those costs. Should the amount of CONTRACTOR's invoices, including third party expenses incurred by CONTRACTOR, be less than \$50,000, CONTRACTOR shall return unspent funds to the COUNTY within 30 days of the termination date of the Agreement & this Amendment.

2. <u>Same Terms and Conditions:</u> With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the WYDOT and the County, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

VII. GENERAL PROVISIONS

1. <u>Entire Agreement:</u> Agreement #230905-24 (5 pages) and this Amendment (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By:Chairman, Laramie County Commissioners	Date
ATTEST:	
By:	Date
CONTRACTOR: Bailey Stock Harmon Cottam Lopez LLP By:	Date 12.13.23
Ronnie Lopez, Attorney at Law This Agreement is effective the date of the last signature affixed to	o this page.
REVIEWED AND APPROVED AS TO FORM ONLY:	
By:	Date 12.13.23