

**AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF LARAMIE, WYOMING AND
SCOTT AVIATION, INC. OF FORT MORGAN, COLORADO
FOR AERIAL APPLICATION SERVICES**

1. Parties. This Amendment is made and entered into this 7th day of February 2023 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070 and Scott Aviation, Inc., (hereinafter referred to as “Contractor”), whose address is 23101 Hwy 52, Fort Morgan, CO 80701.

2. Purpose of Amendment. This Amendment shall constitute the first amendment to the Original Agreement between the City and Contractor which was duly executed on the 2nd day of March 2021 for Contractor to provide professional aerial mosquito control applications for the City of Laramie Mosquito Control Program. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

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

3. Term of Contract. The term of the Contract is from the date of execution of this Contract through June 30, 2024. The term of this Contract may be extended through mutual agreement of the parties by the amount of time caused by any delays in the work, which were caused through no fault of Contractor.

4. Payment. City agrees to pay the contractor for the services as more fully described in Paragraph 5 of the Original Contract, entitled Responsibilities of Contractor, and Attachment B, entitled Scott Aviation Inc. Contract Renewal Request and Pricing, which is attached hereto and incorporated herein. The total payment for the aerial application services under this Contract Amendment shall not exceed the remaining aerial budget for FY 23 (\$101,000.00) and a portion of the budget for FY24 (\$101,000.00) over the term of this amended agreement.

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 Contractor shall remain unchanged and in full force and effect.

5. Entirety of Amendment. This Amendment, consisting of two (2) pages, including Attachment A, dated March 2, 2021, consisting of 14 pages entitled Contract for Aerial Application Services, Attachment B, dated January 16, 2023, consisting of 6 pages, including the pricing proposal for Scott Aviation, Inc. 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 Laramie 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 Contractor has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Brian Harrington, Mayor & President
City of Laramie, City Council

Attest: _____
Nancy Bartholomew, City Clerk

CONTRACTOR: SCOTT AVIATION, INC., OF FORT MORGAN, COLORADO

By: _____

Title: _____

Attest: _____
Witness