# AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING CONCERNING METRO ANIMAL SHELTER SERVICES BETWEEN THE TOWN OF BAR NUNN, WYOMING, AND THE CITY OF CASPER, WYOMING.

| This Amend           | ment to the Memora | andum of Understanding ("Amendment") is |
|----------------------|--------------------|---|
| entered into on this | day of             | , 2025, by and between the following    |
| parties:             |                    |   |

- 1. The City of Casper of Casper, Wyoming ("City"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
- 2. The Town of Bar Nunn, Wyoming ("Bar Nunn"), 1500 Palomino Avenue, Bar Nunn, Wyoming 82601.

Throughout this document, the City and the Bar Nunn may be collectively referred to as the "parties."

#### **RECITALS**

- A. The parties entered into a Memorandum of Understanding Concerning Metro Animal Shelter Services between Bar Nunn, Wyoming and the City of Casper, Wyoming ("MOU") with an effective date of August 1, 2024.
- B. The MOU expires on July 30, 2025, and the parties wish to amend the MOU to extend the term through July 31, 2026.
- **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

#### 1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

#### 2. AMENDMENT TO SECTION 11. TERM/DURATION.

Section 11. Term/Duration, is replaced in its entirety as follows:

"The term of this MOU is from August 1, 2024, until midnight on July 31, 2026."

#### 3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

#### 4. ELECTRONIC SIGNATURES

The parties understand and agree that they have the right to execute this Amendment through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Amendment as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Amendment, they may request a copy from the other party, and the other party shall provide it.

## Signature Page for the City of Casper, Wyoming

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

| APPROVED AS TO FORM |  |
|---------------------|--|
| Waller hat 10       |  |
| ATTEST              | CITY OF CASPER, WYOMING<br>A Municipal Corporation |
|                     |  |
| Amanda Ainsworth    | Ray Pacheco  |
| City Clerk          | Mayor  |

### Signature Page for the Town of Bar Nunn, Wyoming

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

| ATTEST     | TOWN OF BAR NUNN, WYOMING |
|------------|---------------------------|
|            |                           |
|            |                           |
| Town Clerk |                           |