

**ADDENDUM #1
TO PROFESSIONAL SERVICES AGREEMENT
INDEPENDENT CONTRACTOR SERVICE AGREEMENT
WITH CITY PROSECUTOR**

This Addendum ("Addendum #1") is hereby entered into by and between the City of Arkansas City ("City") and H. Kristin Munson ("City Prosecutor") as an extension and modification to the Professional Services Agreement dated [original effective date].

WHEREAS, the original Agreement delineated the terms and conditions of the Professional Services Agreement between the City and City Prosecutor;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the parties hereby agree to amend the following terms and conditions:

1. Compensation Amendment:

The parties agree to amend Section III (a.) Compensation as follows:

Starting January 1st, 2024, the City shall pay a salary of \$3,950.00 per month to the City Prosecutor in exchange for the services provided herein. This compensation represents a 5% increase from the previous rate outlined in the original Agreement.

2. Compensation Amendment:

The parties agree to amend Section III (b.) Compensation as follows:

The City shall pay the City Prosecutor an increase in pay in the same manner paid to city employees, including but not limited to a cost-of-living adjustment (COLA), each year an increase is approved for city employees in the amount determined by the City for all employees, if any. The City Manager may award, at his or her sole discretion, an additional merit increase as budgeted by the City Commission, based on performance.

3. Termination Amendment:

The parties agree to amend Section VI Termination as follows:

Either party may terminate this agreement upon 30 days' written notice to the other party.

4. All Other Terms Remain in Effect:

All other terms and conditions of the original Agreement not specifically modified by this Addendum #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum #1 as of the effective date set forth below:

CITY OF ARKANSAS CITY, KANSAS:

Randy Frazer
City Manager

Date: _____

CITY PROSECUTOR:

H. Kristin Munson
City Prosecutor

Date: _____

Approved as to Form:

Larry R. Schwartz
City Attorney