

Contract #: 245364

Entry Date: 11/27/2024 10:59:19 AM

Department: Wyoming Office of State Lands & Investments

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WYOMING ATTORNEY
GENERAL'S OFFICE

DEC 09 2024

Tyler M. Renner
APPROVED AS TO FORM

Client Comments: ARPA High Priority

Contractor/Vendor Name: Town of Alpine

Contract Title: ARPA Water and Sewer Grant
1068 amendment 1

Contract Type: Grant Agreement - State

Contract Amount: 88676.0000

Contract Effective Date:

Contract Expiration Date: 10/1/2026 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Tyler Renner

**AMENDMENT ONE TO THE ARPA GRANT AGREEMENT BETWEEN
THE STATE OF WYOMING,
OFFICE OF STATE LANDS AND INVESTMENTS
AND
TOWN OF ALPINE**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is 122 West 25th Street, Cheyenne, WY 82002, and Town of Alpine (Grantee), whose address is PO Box 3070, Alpine, WY 83128.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Reimbursement Agreement between the OSLI and the Grantee. The purpose of this Amendment is to increase the total award amount by eighty eight thousand six hundred seventy six dollars (\$88,676.00) for a total award of eight hundred thirty eight thousand six hundred seventy six dollars (\$838,676.00).

The original Agreement, dated May 22, 2023, required OSLI to disburse State and Local Fiscal Recovery Funds pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18, for a total Agreement amount of seven hundred fifty thousand dollars (\$750,000.00).

3. **Term of the Amendment.** This Amendment shall commence on upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**
 - A. The second sentence of Section 4(A) of the original Agreement is hereby amended to read as follows:

“The total payment under this Agreement shall not exceed eight hundred thirty eight thousand six hundred seventy six dollars (\$838,676.00).”
5. **Amended Responsibilities of the Grantee.** Responsibilities of the Grantee have not changed.
6. **Amended Responsibilities of the OSLI.** Responsibilities of the OSLI have not changed.

7. Special Provisions.

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the OSLI and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Grantee of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the OSLI.

8. General Provisions.

- A. Entirety of Agreement.** The original Agreement, consisting of eight (8) pages; Attachment A, consisting of fifteen (15) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

OSLI:

State of Wyoming, Office of State Lands and Investments

Jason Crowder, Interim Director

Date

GRANTEE:

Town of Alpine

Signature

Date

Mayor Eric Green
Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Supervising Attorney General

Date