

**AMENDMENT FOUR
TO THE FY2021 TRANSPORTATION ALTERNATIVES PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF LANDER**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Lander (Subrecipient), whose address is: 240 Lincoln Street, Lander, WY 82520.
2. **Purpose of Amendment.** This Amendment shall constitute the fourth amendment to the Agreement between WYDOT and the Subrecipient. The purpose of this Amendment is to:
a) extend the term of the Agreement through December 31, 2027; b) extend the Budget Period through September 30, 2027; and c) extend the Period of Performance through December 31, 2027.

The original Agreement, dated April 27, 2021, set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming Transportation Alternatives Program for a total project cost not to exceed six hundred twenty-four thousand six hundred forty-five dollars (\$624,645.00) with an expiration date of December 31, 2023.

Amendment One, dated October 23, 2023, amended the original Agreement to: a) extend the term of the Agreement through December 31, 2024; and b) extend the Period of Performance through December 31, 2024.

Amendment Two, dated October 10, 2024, amended the original Agreement to: a) extend the term of the Agreement through December 31, 2025; b) extend the Period of Performance through December 31, 2025; and c) extend the Budget Period through September 30, 2025,

Amendment Three, dated September 10, 2025, amended the original Agreement to: a) extend the term of the Agreement through December 31, 2026; b) extend the Period of Performance through December 31, 2026; c) extend the Budget Period through September 30, 2026; and d) replace Attachment C with Attachment C-1.

3. **Term of the Amendment.** This Amendment shall commence 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. Section 3 of the original Agreement is hereby amended in its entirety to read as follows:

“3. **Term of the Agreement.** This Agreement is effective April 27, 2021 (Effective Date). The term of this Agreement is from the Effective Date (Term Start Date) through December 31, 2027. The Subrecipient’s timeframe to complete the work under this Agreement (Budget Period) is from the Term Start Date through September 30, 2027. The Period of Performance is from the Term Start Date through December 31, 2027.”

- B. The first sentence of Section 4(B) of the original Agreement is hereby amended to read as follows:

“The Period of Performance shall be from the Term Start Date through December 31, 2027, and shall allow ninety (90) days for project closeout beyond completion of physical work on the project.”

- C. In the FAIN box, page 1, Budget Period Start and End Date, of the original Agreement is hereby amended to read as follows:

“April 27, 2021, through September 30, 2027.”

- D. In the FAIN box, page 1, Period of Performance Start and End Date, of the original Agreement is hereby amended to read as follows:

“April 27, 2021, through December 31, 2027.”

5. **Amended Responsibilities of the Subrecipient.** Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of WYDOT.** Responsibilities of WYDOT 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 WYDOT and the Subrecipient, 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 Subrecipient 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 WYDOT.

8. General Provisions.

- A. Entirety of Agreement.** The original Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; Attachment B, Map, consisting of two (2) pages; Attachment C, Form FHWA-1273, consisting of fourteen (14) pages; Amendment One, consisting of four (4) pages; Amendment Two, consisting of three (3) pages; Amendment Three, consisting of four (4) pages; Attachment C-1, Form FHWA-1273, Revised October 23, 2023, consisting of fourteen (14) pages; and this Amendment Four, consisting of four (4) 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, either personally or 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.

ATTEST:



Kimberly Chapman, Secretary
Transportation Commission of Wyoming

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

Mark Wingate, P.E., Systems Planning Engineer

Date

ATTEST:

City of Lander:

Missy White

Missy White (Aug 24, 2026 09:17:26 MDT)

Signature

Missy White, Mayor, City of Lander

Aug 24, 2026

Print Name, Title

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #258392

Nicholas T. Garcia, Assistant Attorney General

081 131 26

Date