

**AMENDMENT NUMBER TWO
TO THE COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF GILLETTE**

Federal Project STPU-GI 4641001
Gillette Streets
Boxelder Road (Overdale Dr.-WYO 50)
Campbell County

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009; and the City of Gillette (City), whose address is 201 East 5th Street, Gillette, Wyoming 82717.
2. **Purpose.** This Amendment shall constitute the Second Amendment to the Original Agreement between WYDOT and the City. The purpose of this Amendment is to amend WYDOT's Maximum Federal Urban funds available towards the above-mentioned project.

The Original Agreement dated July 2, 2012 provided for the new road construction through undeveloped agricultural land to extend Boxelder Road from WYO 50 to Overdale Drive in the City of Gillette for the total Agreement amount of \$3,735,390.

Amendment Number One dated April 29, 2013 provided for amending right-of-way responsibilities between the parties.

Amendment Number Two provides for amending WYDOT's Maximum Federal Urban funds available towards this project from \$940,817 to \$2,041,197 through FY 2014 leaving the City's Match/Overmatch amount at \$1,694,193. The total Agreement amount remains \$3,735,390.

It is understood that the federal urban funds for this project may accrue on a yearly basis and accrued funds may be available for eligible project costs. Funds withdrawn for approved preliminary engineering activities will be deducted from the urban funds available for construction. No funds will be withdrawn for the actual construction activities until the project has been let and awarded by the Transportation Commission.

3. **Term.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Agreement, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute or rule or regulation.

4. **Special Provisions.** Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between WYDOT and the City, including but not limited to sovereign immunity, and including all prior amendments to this Agreement shall remain unchanged and in full force and effect.
5. **General Provisions.** Entirety of Agreement. This Amendment, consisting of two pages, and the Original Agreement consisting of eight pages, Attachment "A", consisting of 18 pages, Exhibit "A" and Exhibit "B", consisting of one page each; represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
6. **Signatures.** In witness thereof, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Two to the Original Agreement between WYDOT and the City, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

Attest:

City of Gillette, Wyoming:

Name

Mayor

Title

Date

Attest:

Wyoming Department of Transportation:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

Del McOmie, P.E., Chief Engineer

Date

(SEAL)

Approved as to form:

By: _____
Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date amendment prepared: 12-12-13