AMENDMENT ONE TO THE COOPERATIVE AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION, WYOMING HIGHWAY PATROL AND LARAMIE COUNTY SHERIFF'S DEPARTMENT

- 1. <u>Parties.</u> This Amendment is made and entered into by and between the Wyoming Department of Transportation, Wyoming Highway Patrol (WHP), whose address is: 5300 Bishop Blvd. Cheyenne, Wyoming 82009, and the Laramie County Sheriff's Department (Sheriff), whose address is: 1910 Pioneer Avenue, Cheyenne, WY 82001.
- 2. <u>Purpose of Amendment.</u> This Amendment shall constitute the First Amendment to the Cooperative Agreement (Agreement) between WHP and the Sheriff. The purpose of this Amendment is to extend the term of the Agreement through May 31, 2026.

The original Agreement, dated October 11, 2023, set forth the terms and conditions by which the Sheriff will perform road closure gate duties, upon request of WHP for a total Agreement amount of fifty thousand dollars (\$50,000.00) with an expiration date of May 31, 2024.

3. <u>Term of the Amendment.</u> This Amendment shall commence on May 31, 2024, or upon the date the last required signature is affixed hereto, whichever is later (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. <u>Amendments.</u>

A. The second sentence of Section 3 of the original Agreement is hereby amended to read as follows:

"The term of this Agreement is from October 11, 2023, through May 31, 2026."

- 5. <u>Amended Responsibilities of the Sheriff.</u> Responsibilities of the Sheriff have not changed.
- 6. <u>Amended Responsibilities of WHP.</u> Responsibilities of WHP have not changed.
- 7. <u>Special Provisions.</u>
 - 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 HWP and the Sheriff, 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 Sheriff of an originally

Amendment One to the Cooperative Agreement between Wyoming Department of Transportation, Highway Patrol and Laramie County Sheriff's Department signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WHP.

8. <u>General Provisions.</u>

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A. Entirety of Agreement. The original Agreement, consisting of six (6) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and shall 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.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AUTHORIZING OFFICIAL/COUNTY COMMISSIONER

Signature

Print Name, Title

LARAMIE COUNTY SHERIFF'S DEPARTMENT

M. N. M. Brian Kozak, Sheriff

4-12- 24 Date

Date

ATTEST

WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY PATROL

Colonel Tim Cameron, Administrator

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

dison Barber, Assistant Attorney General

Date

RECEIVED AND APPROVED AS TO FORM ONLY BY THE LARAMIE COUNTY ATTORNEY

Amendment One to the Cooperative Agreement between Wyoming Department of Transportation, Highway Patrol and Laramie County Sheriff's Department Page 3 of 3

Date