

RESOLUTION NO. 2020- 77

A RESOLUTION ACCEPTING AND APPROVING AMENDMENT ONE TO THE GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES, STATE HISTORIC PRESERVATION OFFICE AND ROCK SPRINGS HISTORIC PRESERVATION COMMISSION, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO ACCEPT SAID AMENDMENT ONE ON BEHALF OF SAID CITY.

WHEREAS, a Grant Agreement between the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office and Rock Springs Historic Preservation Commission to complete the First Security Bank Building, Phase I Project, in the amount of \$24,900.00, was accepted and approved by the Governing Body on March 3, 2020, by Resolution 2020-35; and,

WHEREAS, the Wyoming State Historic Preservation Office has submitted Amendment One to the Grant Agreement, which modifies the grant award to \$34,900.00; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Amendment One before it and has given it careful consideration and review.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That Amendment One to the Grant Agreement between the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office and Rock Springs Historic Preservation Commission, which modifies the grant award to \$34,900.00, attached hereto and by this reference made a part hereof, be and it is hereby accepted by the Governing Body of said City.

Section 2. That the Mayor of said City, be, and he is hereby authorized, empowered and directed to accept said Amendment One on behalf of said City; and that the City Clerk of said City, be, and he is hereby, authorized and directed to attest to said Amendment One, and to attach to each duplicate original of said Amendment One a certified copy of this Resolution.

PASSED AND APPROVED this 5th day of May, 2020.



Attest:

City Clerk

President of the Council

Mayor



April 27, 2020

RE: CLG Grant #56-20-09

Rock Springs Historic Preservation Commission
Attn: Chad Banks
603 S. Main Street
Rock Springs, WY 82901

Dear Chad,

Enclosed are two copies of the Grant Agreement Amendment One for CLG grant #56-20-09 "First Security Bank Building, Phase 1", which modifies the grant award to \$34,900. Please have all of these documents signed by the Mayor. Please return all documents to:

Wyoming State Historic Preservation Office
Attn: Renée Bovée
2301 Central Ave.
Cheyenne, WY 82002

You will receive a copy of the amendment when it is executed. If you have any questions, please do not hesitate to contact Heather Rockwell at 307-777-3418 or email heather.rockwell@wyo.gov or me at 307-777-6312 or email renee.bovee@wyo.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Bovée".

Renée Bovée
CLG Grants Manager

Enclosures (2)

Mark Gordon | Governor
Darin J. Westby, P.E. | Director
Sara Needles | Deputy Director
Mary Hopkins | SHPO Officer



**ARTS. PARKS.
HISTORY.**
Wyoming State Parks & Cultural Resources

**AMENDMENT ONE TO THE GRANT AGREEMENT BETWEEN
THE STATE OF WYOMING,
DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES,
STATE HISTORIC PRESERVATION OFFICE AND
ROCK SPRINGS HISTORIC PRESERVATION COMMISSION**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office (Department), whose address is: 2301 Central Avenue, Cheyenne, WY 82002 and Rock Springs Historic Preservation Commission (Grantee), whose address is: 212 D Street, Rock Springs, WY 82901.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Agreement (Agreement) between the Department and the Grantee. The purpose of this Amendment is to a) replace Attachment B with Attachment B-1 to clarify revised expenses; and b) increase the grant award by ten thousand dollars (\$10,000.00) to thirty-four thousand nine hundred dollars (\$34,900.00).

The original Agreement, dated April 2, 2020, was given in support of Certified Local Government Grant #56-20-09 for the "First Security Bank building, Phase 1" project, for a total Agreement amount of twenty-four thousand nine hundred dollars (\$24,900.00) with an expiration date of September 30, 2021.

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. As of the Effective Date of this Amendment, Attachment B, Budget, which was attached to the original Agreement, is superseded and replaced by Attachment B-1 Revised Budget, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment B" in the original Agreement are amended to read "Attachment B-1".
 - B. 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 thirty-four thousand nine hundred dollars (\$34,900.00)."

5. **Amended Responsibilities of the Grantee.**

Responsibilities of the Grantee have not changed.

6. **Amended Responsibilities of the Department.**

Responsibilities of the Department 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 Grant Agreement, and any previous amendments, between the Department and the Grantee or, 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 or 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 Department.

8. **General Provisions.**

A. **Entirety of Grant Agreement.** This Agreement, consisting of ten (10) pages; Attachment A, Scope of Work, consisting of one (1) page; Attachment B, Budget, consisting of one (1) page; Attachment C, Certifications, consisting of three (3) pages; the current Wyoming State Historic Preservation Office Certified Local Government Grants Manual; this Amendment One, consisting of three (3) pages and Attachment B-1 Revised Budget, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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. § 9-2-1016(b)(iv).

DEPARTMENT:

State of Wyoming, Department of State Parks and Cultural Resources,
State Historic Preservation Office

Mary Hopkins
State Historic Preservation Officer

Date

GRANTEE:

Rock Springs Historic Preservation Commission

Timothy A. Kaumo, Mayor

Date



ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for  # 201946
Tyler M. Kenner, Assistant Attorney General

4/24/2020
Date

Attachment B-1

BUDGET

The total federal cost of the project **SHALL NOT EXCEED** thirty-four thousand nine hundred dollars (\$34,900.00).

BUDGET	FEDERAL	MATCH	TOTAL
Myers Anderson Architectural and Engineering Design Fees	\$34,900.00	\$214,749.00	\$249,649.00
TOTAL	\$34,900.00	\$214,749.00	\$249,649.00

Rock Springs Historic Preservation Commission will be reimbursed by the Department of State Parks & Cultural Resources upon receipt of the reimbursement request form; proper documentation of all approved budget expenses; documentation of match; and a progress report/final project report.

Payment from State Historic Preservation Office (SHPO) may be requested at various times during the project; however, one-third of the grant funds will be withheld until the project is completed and required paperwork received by SHPO. Please refer to the CLG manual for grant procedures and call Dr. Heather Rockwell, Deputy State Historic Preservation Officer at 777-3418 or Renée Bovée, Certified Local Government Grants Manager at 777-6312 if you have questions.

The grant period ends September 30, 2021. All grant project documentation and related paperwork must be received by SHPO no later than August 31, 2021.



WYOMING
Where Preservation Matters

April 16, 2020

RE: FY 2020 CLG Grant REVISED Award

Rock Springs Historic Preservation Commission
Attn: Chad Banks
603 S. Main Street
Rock Springs, WY 82901

Dear Chad,

This is to confirm that your CLG Grant, #56-20-09, given in support of the "First Security Bank Building, Phase 1" project grant award has been increased to \$34,900.

A contract amendment will be mailed to you by late April or early May. You are free to work on this project while this amendment is processed.

If you have any questions, please feel free to contact Heather Rockwell at 307-777-3418 or email heather.rockwell@wyo.gov or me at 307-777-6312 or email renee.bovee@wyo.gov.

Sincerely,

Renée Bovée
CLG Grants Manager