

**AMENDMENT TWO TO THE GRANT AGREEMENT BETWEEN  
WYOMING DEPARTMENT OF EDUCATION  
AND  
CAMPBELL COUNTY SCHOOL DISTRICT #1**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Education (Agency), whose address is: 122 W. 25<sup>th</sup> Street, Suite E200, Cheyenne, Wyoming 82002 and Campbell County School District #1 (Grantee), whose address is PO Box 3033, Gillette, WY 82717-3033.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Grant Agreement between the Agency and the Grantee. The purpose of this Amendment is to: a) Increase the original total annual Grant Agreement dollar amount by one hundred seventy-six thousand, four hundred fifty-two dollars (\$176,452.00) not to exceed two million, two hundred forty-seven thousand, six hundred and two dollars (\$2,247,602.00); and b) authorize an annual carryover distribution from the Agency to the Grantee, when applicable, for years 2021 through 2025, as outlined in Attachment A.

The original Grant Agreement, dated November 20, 2020 required the Grantee to meet all obligations and requirements of the Wyoming Project Advancing Wellness and Resilience in Education (AWARE) Substance Abuse and Mental Health Administration (SAMHSA) Grant, for a total Grant Agreement amount of two million, seventy-one thousand, one hundred fifty dollars (\$2,071,150.00) with an expiration date of September 30, 2025.

Amendment One, March 31, 2022 amended the original Grant Agreement to: a) Increase the total Grant Agreement dollar amount by sixty-six thousand, four hundred fifty-two dollars (\$66,452.00) to two million, one hundred thirty-seven thousand, six hundred two dollars (\$2,137,602.00) and b) increase the annual payment rates for years 2021 through 2025 by sixteen thousand, six hundred thirteen dollars (\$16,613.00) to four hundred thirty thousand, eight hundred forty-three dollars (\$430,843.00).

3. **Term of the Amendment.** This Amendment shall commence on January 1, 2022, 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 Grant Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Grant Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
  - A. Section 4(A) of the original Grant Agreement is hereby amended in its entirety to read as follows:

“In accordance with Attachment A, the Agency agrees to pay the Grantee for the services described in Section 5 below. Total payment under this Grant Agreement shall not exceed two million, two hundred forty-seven thousand, six hundred and two dollars (\$2,247,602.00), payable at the rate of four hundred fourteen thousand, two hundred thirty dollars (\$414,230.00) for 2020, and four hundred thirty thousand, eight hundred forty-three dollars (\$430,843.00) for

years 2021 through 2025. If applicable, there will be a variable annual carryover distribution from the Agency to the Grantee for years 2021 through 2025, as outlined in Attachment A. This annual carryover distribution is not guaranteed during the contract period, but will vary based on Agency expenditures from the following fiscal year.”

**B.** Attachment A, Payment Schedule, is attached to this Amendment and incorporated into the original Grant Agreement by this reference.

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

Responsibilities of the Grantee have not changed.

**6. Amended Responsibilities of the Agency.**

Responsibilities of the Agency 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 Agency 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 Agency.

**8. General Provisions.**

**A. Entirety of Contract.** The original Contract, consisting of ten (10) pages; Amendment One, consisting of three (3) pages, this Amendment Two, consisting of three (3) pages; and Attachment A, Payment Schedule, 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

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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. § 9-2-1016(b)(iv).

**AGENCY:**

Wyoming Department of Education

\_\_\_\_\_  
Chad Auer, Deputy Superintendent of Public Instruction

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wanda Maloney, Chief Policy Officer

\_\_\_\_\_  
Date

**GRANTEE:**

Campbell County School District #1

\_\_\_\_\_  
Alex Ayers, Superintendent

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

*For*  # 221361  
\_\_\_\_\_  
Alysia Goldman, Assistant Attorney General

08-10-2022  
\_\_\_\_\_  
Date

**ATTACHMENT A  
PAYMENT SCHEDULE**

WDE Monitoring Agent: Laura Budd  
 Organization/Division: Accountability  
 Fiscal Year: October 1, 2020 to September 30, 2025  
 Full Contract Amount: \$2,247,602.00

Grant Payment	Amended Annual Payment	Annual Carryover Amount Not to Exceed (when applicable)	Total Grant Payment Not to Exceed
FY 2020-21	\$ 414,230.00	n/a	\$ 414,230.00
FY 2021-22	\$ 430,843.00	\$ 50,000.00	\$ 480,843.00
FY 2022-23	\$ 430,843.00	\$ 20,000.00	\$ 450,843.00
FY 2023-24	\$ 430,843.00	\$ 20,000.00	\$ 450,843.00
FY 2024-25	\$ 430,843.00	\$ 20,000.00	\$ 450,843.00
Total not to exceed:	\$ 2,137,602.00	\$ 110,000.00	\$ 2,247,602.00