

**AMENDMENT ONE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION
AND
SHERIDAN COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Amendment are the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd Cheyenne, WY 82009, and The Sweetwater County Commissioners (Sponsor) whose address is: 224 South Main Street, Sheridan, WY 82801.

2. **Purpose.** This Amendment shall constitute the first amendment to the Memorandum of Understanding (MOU) between WYDOT and the Sponsor. The purpose of this Amendment is to acknowledge the impacts SARS-CoV-2 has levied on travel demand and the need:
 - A. To coordinate schedule changes between WYDOT, the Sponsor and SkyWest Airlines (the Airline) frequently and rapidly.

 - B. To define the distribution of The Coronavirus Aid, Relief, and Economic Security Act (CARES) funds received through the governor's office.

 - C. To amend the Responsibilities of WYDOT.

The original MOU, dated August 29th, 2019, defined the responsibilities of the Sponsor and WYDOT for participation in the Wyoming Commercial Air Service Improvement Plan (The Plan) for a total agreed amount not to exceed four million, five hundred, thirty-five thousand, five hundred ninety nine dollars (\$4,535,599.00), of which, seven hundred, sixteen thousand four hundred, ten dollars (\$716,410.00), is for year one, one million, eight hundred, twenty-eight thousand, one hundred, forty dollars (\$1,828,140.00) for year two, and one million, nine hundred, ninety-one thousand, forty-nine (\$1,991,049.00), for year three, with an expiration date of June 30, 2022.

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

4. **Amendments.**
 - A. As of the Effective Date of this Amendment, Attachment A, Scope of Services under the Wyoming Commercial Air Service Improvement Act, which was attached to the original MOU, is superseded and replaced by Attachment B, Revised Scope of Services, which is attached to this Amendment and incorporated into the original MOU

by this reference. All references to "Attachment A" in the original MOU, and in any amendments thereto, are amended to read: "Attachment B".

- B. Section 4 of the original MOU is hereby amended to add a second paragraph, which reads as follows

"Service conducted between March 1st and December 30th, 2020, is eligible to receive financial relief through CARES Act funding as distributed by the Governor's office. Two thirds (.667%) of the invoiced due amount as described in Section 4 will be directly reimbursed through CARES Act funds by WYDOT. The remaining one third (.333%) of the invoiced due amount will be shared between WYDOT at sixty percent (60%) and the Sponsor at forty percent (40%).

5. **Amended Responsibilities of WYDOT.**

- A. Section 5 of the original MOU is hereby amended to add Subsection Q, which reads as follows:

"Q. Due to the erosion of the travel environment and subsequent travel restrictions and advisories levied by SARS-CoV-2 since March 2020, frequent and rapid schedule changes are required to scheduled airline service and will be coordinated by WYDOT with the Airline and the Sponsor on a monthly basis as needed unless otherwise agreed to between WYDOT and the Airline."

6. **Amended Responsibilities of Sponsor.**

- A. Responsibilities of the Sponsor 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 MOU, and any previous amendments, between the Agency and the Contractor, 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 Contractor 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.

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).

**WYDOT:
WYOMING DEPARTMENT OF TRANSPORTATION**

Brian Olsen, Administrator

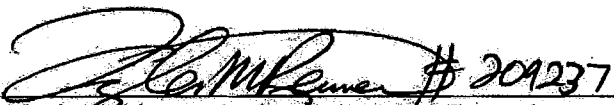
Date

**SPONSOR:
SHERIDAN COUNTY BOARD OF COUNTY COMMISSIONERS**

Nick Siddle, Commission Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  # 201237
Alysia Goldman, Assistant Attorney General
Representing the Wyoming Department of Transportation

12-23-2020
Date

Attachment B: Sheridan County Airport (SHR)
 Scope of services under the Wyoming Commercial Air Service Improvement Plan

1. Service to: Denver International Airport (DEN):

a. Block rate table:

i. CRJ 1/200 aircraft:

Table 1 CRJ 1/200 Block Hour Rate SHR-DEN

SHR	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022
	\$2,444	\$2,518

b. Frequency of operations/pattern of Service:

- i. Due to the travel restrictions and volatility of demand caused by COVID-19, monthly operations, schedules and patterns of service will be determined and coordinated per the MOU on a rolling monthly or bi-monthly basis between the Sponsor, WYDOT and the Airline until a regular service pattern can be implemented.

c. Schedule¹:

- i. Due to the travel restrictions and volatility of demand caused by COVID-19, monthly operations, schedules and patterns of service will be determined and coordinated per the MOU on a rolling monthly or bi-monthly basis with the Sponsor, WYDOT and the Airline until a regular schedule can be implemented. A remain overnight flight (RON) will be the preferred baseline schedule activity.

d. Term: July 1, 2019 – June 30, 2022

- i. Year two: July 1, 2020 – June 30, 2021 - Cost not to exceed: \$1,828,140²
- ii. Year Three: July 1, 2021 – June 30, 2022 - Cost not to exceed: \$1,991,049²

¹ Schedule times are approximate and subject to Section 5. A, E. of the WYDOT-SkyWest Contract

² Subject to annual review per Section 2 and 4.A. of the WYDOT-SkyWest Contract