



April 1, 2026
Virtual

WYOMING BUSINESS COUNCIL SPECIAL BOARD MEETING MATERIALS





APRIL 1, 2026

SPECIAL MEETING OF THE BOARD OF DIRECTORS WILL BE HELD VIRTUALLY

BOARD OF DIRECTORS

AGENDA

HOW TO JOIN

Zoom: visit us02web.zoom.us/j/295704768

Phone: dial **1-669-900-6833** and enter 9-digit **Meeting ID: 295-704-768** (no PIN is required, **press # when prompted**). If joining by phone, please note that your ability to interact with the panelists may be limited due to system limitations.

WEDNESDAY, APRIL 1, 2026

2:00 PM

CONVENE SPECIAL MEETING OF THE BOARD OF DIRECTORS: CO-CHAIR, DEREK SMITH

- Pledge of Allegiance (all participants will be muted)
- Roll Call of Board Members
- Welcome and Introduction of new board members: Mark Christensen and Katie Legerski Druse
- Public Comment Request Inquiry
 - *Note: Members of the public who wish to speak during the April 1, 2026, board meeting should email wbc-conference@wyo.gov before 4 p.m. on Tuesday, March 31, 2026, stating your name. Comments will only be received for the specific items on the Special Meeting agenda. No other topics will be discussed.*

2:05 PM

SERVICES STANDING COMMITTEE: COMMITTEE CHAIR, JASON NELSON

- Broadband and BEAD Program Awards – Broadband Manager, Chad Bolling
 - Project List (Page 5), Contract (Page 6) and Attachment A Templates (Page 23)
 - **Action Item:** Consideration to approve individual awards as presented using Contract and Attachment A templates

2:25 PM

2026 LEGISLATIVE SESSION DEBRIEF AND UPDATE: CHIEF EXECUTIVE OFFICER, JOSH DORRELL

- FY 2027 Budget and Interim Legislative Timeline
- Audit Process

3:45 PM

INVESTMENTS STANDING COMMITTEE: COMMITTEE CHAIR, JOE SCHAFFER

- BRC Planning Block Grant – Investments Director, Bert Adam (Page 36)
 - **Action Item:** Consideration of staff recommendation for approval of \$1,600,000 for the planning block grant.

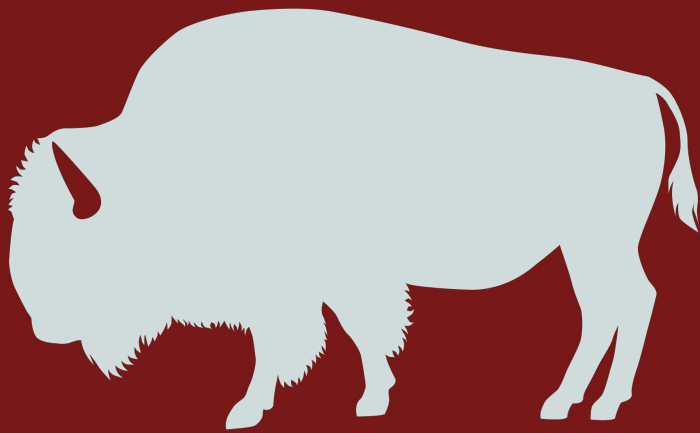
4:30 PM

ADJOURNMENT: CO-CHAIR, DEREK SMITH

- Adjournment

UPCOMING MEETINGS:

- Next Meetings of SLIB with WBC on the Agenda:
 - April 2, 2026
 - June 4, 2026
- Next Regular Quarterly Meetings of this Board:
 - May 19-20, 2026: Rock Springs, WY
 - September 15-16, 2026: Gillette, WY
 - December 15-16, 2026: Virtual
 - February 16-17, 2027: Cheyenne, WY



SERVICES

WYOMING

Project ID	Company Name	Project Name	Project Location	Project Total	Subgrantee Match	Award Amount	Total Locations	Unservd Locations	Underserved Locations
CM61-BEAD-WY-Scoring-000000013	Amazon Kuiper Commercial Services LLC	Amazon-13	Project to connect over 14000 locations across the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$11,242,200.00	\$2,322,897.06	\$8,919,302.94	14028	12042	1986
CM61-BEAD-WY-Scoring-000000084	Space Exploration Technologies Corp.	Space Exploration Technolog	Project to connect over 600 locations across the state of Wyoming through a constellation of satellites in Low Earth Orbit and associated ground infrastructure	\$1,936,807.98	\$926,542.64	\$1,010,265.34	627	557	70
CM61-BEAD-WY-Scoring-0000000112	Amazon Kuiper Commercial Services LLC	Amazon-112	Project to connect 374 locations across the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$338,400.00	\$84,600.00	\$253,800.00	374	284	90
CM61-BEAD-WY-Scoring-0000000114	Amazon Kuiper Commercial Services LLC	Amazon-114	Project to connect 51 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$40,800.00	\$10,200.00	\$30,600.00	51	32	19
CM61-BEAD-WY-Scoring-0000000115	Amazon Kuiper Commercial Services LLC	Amazon-115	Project to connect 1 location in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$10,800.00	\$10,200.00	\$600.00	1	1	0
CM61-BEAD-WY-Scoring-0000000116	Amazon Kuiper Commercial Services LLC	Amazon-116	Project to connect 2 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$1,600.00	\$400.00	\$1,200.00	2	1	1
CM61-BEAD-WY-Scoring-0000000118	Amazon Kuiper Commercial Services LLC	Amazon-118	Project to connect 1 location in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$800.00	\$200.00	\$600.00	1	0	1
CM61-BEAD-WY-Scoring-0000000119	Amazon Kuiper Commercial Services LLC	Amazon-119	Project to connect 1 location in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$800.00	\$200.00	\$600.00	1	1	0
CM61-BEAD-WY-Scoring-0000000122	Amazon Kuiper Commercial Services LLC	Amazon-122	Project to connect 6 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$2,400.00	\$600.00	\$1,800.00	6	6	0
CM61-BEAD-WY-Scoring-0000000126	Amazon Kuiper Commercial Services LLC	Amazon-126	Project to connect 3 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$5,600.00	\$1,400.00	\$4,200.00	3	3	0
CM61-BEAD-WY-Scoring-0000000127	Amazon Kuiper Commercial Services LLC	Amazon-127	Project to connect 7 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$8,800.00	\$2,200.00	\$6,600.00	7	6	1
CM61-BEAD-WY-Scoring-0000000145	Amazon Kuiper Commercial Services LLC	Amazon-145	Project to connect 154 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$100,000.00	\$25,000.00	\$75,000.00	154	115	39
CM61-BEAD-WY-Scoring-0000000167	Amazon Kuiper Commercial Services LLC	Amazon-167	Project to connect 155 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$311,200.00	\$77,800.00	\$233,400.00	155	153	2
CM61-BEAD-WY-Scoring-0000000168	Amazon Kuiper Commercial Services LLC	Amazon-168	Project to connect 306 locations in the state of Wyoming through a constellation of satellites in Low Earth Orbit	\$162,400.00	\$40,600.00	\$121,800.00	306	227	79

Company Name	Count of Project ID	Sum of Award Amount
Amazon Kuiper Commercial Services LLC	13	\$9,649,502.94
AMG Technology Investment Group, LLC	14	\$23,345,684.15
BHT Holdings, Inc. (Tri County Telephone Association [TCT])	3	\$63,482,906.28
Diamond Communications LLC	1	\$4,424,363.87
Inventive Wireless of Nebraska, LLC (Vistabeam)	11	\$35,167,935.91
Mountain West Technologies Corporation (Chugwater Telephone)	7	\$4,023,035.88
Range Telephone Cooperative, Inc.	1	\$3,626,793.80
RT Communications, LLC.	1	\$4,686,742.08
Silver Star Telephone Company, Inc.	4	\$31,536,373.00
Space Exploration Technologies Corp.	1	\$1,010,265.34
Union Telephone Company	6	\$1,715,794.12
Visionary Broadband, Inc. (Mammoth Networks)	2	\$3,261,164.00
Wind River Internet	1	\$12,500,000.00
Grand Total	65	\$198,430,561.37

**BROADBAND EQUITY ACCESS AND DEVELOPMENT
SUBGRANT AGREEMENT BETWEEN
WYOMING BUSINESS COUNCIL
AND
SUBRECIPIENT NAME**

1. **Parties.** The parties to this Subgrant Agreement (Agreement) are Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82001 and . (Subrecipient), whose address is: (UEI#).
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Council shall provide Broadband Equity, Access, and Deployment (BEAD) Program Funding (Assistance Listing 11.035) to the Subrecipient for the completion of the broadband project outlined in Attachment A, which is attached to and incorporated into this Agreement by this reference. Performance by Subrecipient of the requirements of this Agreement and compliance with all U.S. Department of Commerce program rules and regulations are conditions to Subrecipient’s receipt of monies hereunder (Federal Award Identification Number (FAIN) 56-20-B113, dated November 18, 2025).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement (“Period of Performance”) is from the Effective Date to four (4) years from the Effective Date plus the ten-year extended period of performance or project completion, as verified by Council. Upon request by Subrecipient, Council may, per Notice of Funding Opportunity (NOFO) IV.C.2.b.i., following consultation with National Telecommunications and Information Administration (NTIA) and with the approval of the Assistant Secretary of the U.S. Department of Commerce extend the deadline if Council reasonably determines that (i) Subrecipient has a specific plan for use of the grant funds, with broadband infrastructure project completion expected by a specific date not more than one year after the four-year deadline; and (ii) the construction project is underway; or (iii) extenuating circumstances require an extension of time to allow the project to be completed. Closeout for the project for LEO is not until last payment has been disbursed at the end of the extended period. All obligations, including sanctions and clawbacks survive throughout the entire period of performance. Only the advance milestones, associated testing, payments and certification of completions belong to deployment phase only, but everything else applies after deployment.

The period of performance for Low Earth Orbit (LEO) Satellite Service for the deployment period of this Agreement is four (4) years from date of award. The end period of performance and date of placement into service of the project is four (4) years from the date of award, unless extended up to one additional year with required reasonable justification and evidence to, and approvals by Council and NTIA. The Federal Interest Period as defined in the Restructuring BEAD Policy Notice encompasses the period of performance for LEO Capacity Subgrants that concludes ten (10) years from the date upon

which the subgrantee certifies to the Council that broadband is available to every location covered by this project. The service obligations outlined in the Agreement extends to the full Federal Interest Period.

4. Payment.

- A. This award is a “fixed amount subaward” as defined in 2 CFR § 200 where the major purpose of the subaward is a broadband infrastructure project and will be administered by the State pursuant to the Uniform Guidance Policy Notice published by National Telecommunications and Information Administration (NTIA) on December 26, 2023, titled “policy Notice: Tailoring the Application of Uniform Guidance to the BEAD Program”. Subrecipient acknowledges that this Agreement is under the requirements of 2 CFR § 200 and all related federal regulations apply, including audit requirements, including audit requirements, except as exempted in this Contract including any attachments thereto and the policy notice. Subrecipient acknowledges it is a “subrecipient” under the definition of 2 CFR § 200.201. Subrecipient acknowledges it bears the responsibility of familiarizing itself with 2 CFR § 200 and ensuring compliance with the requirements contained in § 200. Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. Council agrees to pay the Subrecipient in the amounts and in accordance with the schedule and other conditions set forth and described in Attachment A, which is attached to and incorporated into this Agreement by this reference.

No payment shall be made for work performed before the Effective Date of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Council.

Total payment under this Agreement shall not exceed [Insert total dollar amount, for example, five thousand, two hundred thirty-four dollars and twenty-five cents (\$5,234.25)]. During the deployment period, Subrecipient shall initiate payment requests against completed milestones as described in Attachment A, in a form and manner approved by the Council. Subrecipient warrants that it will not attempt to invoice the State for any work, materials, or supplies that are not Reimbursable Expenditures, as defined in BEAD Notice of Funding Opportunity (NOFO). Council shall pay each invoice upon validation of milestone completions within forty-five (45) days following the Council’s receipt pursuant to Wyo. Stat. § 16-6-602 of that invoice. Subrecipient shall ensure that reimbursement requests are backed by documentation that contains sufficient detail for Council to understand the work the Subrecipient claims to have completed, and any reimbursable materials, supplies or network capacity allocated in the completion of that work for which reimbursement is sought during the stated invoice period. The acceptance of submitted documentation, when relevant shall not constitute acceptance of any

work performed or deliverables provided under this Agreement. Subrecipient agrees that, while reimbursement by Council will occur as deployed activities are properly documented pursuant and subject to the other terms of this Agreement, ultimate acceptance by Council of all work will need to be verified pursuant to the process outlined in Attachment A. Reimbursement will continue after deployment in equal installments after deployment for the duration of the extended period of performance until project closeout.

Subrecipient shall provide Matching Funds of X dollars () which constitutes Y percent () of the total project cost, as described in Section 4 of this Agreement. The Subrecipient shall have secured the full amount of Matching Funds prior to the Effective Date and shall report to Council regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to matching those funds which are duly and lawfully appropriated for the purposes of this Agreement. Subrecipient represents to the State that the amount designated as Matching Funds has been legally appropriated for the purposes of this Agreement by its authorized representatives, is set-aside solely to be used as Matching Funds for Subrecipient work under this Agreement, and is not subject to conditions restrictions, or encumbrances which could prevent Subrecipient use of the Matching Funds.

B. Reporting. By July 31st of each year that this Agreement is in effect, Subrecipient shall provide Council with summary information on all expenses and anticipated expenses incurred between July 1st of the prior year through June 30th of the current year. Failure to provide Council with this expense information by July 31st may result in the Council failing to reimburse Subrecipient for any expenses that were incurred prior to June 30th, but not reported.

5. **Responsibilities of Subrecipient.** The Subrecipient agrees to perform the services described in Attachment A.

6. **Responsibilities of Council.** Pay Subrecipient in accordance with Section 4.

7. **Special Provisions.**

A. Assumption of Risk. The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Council shall notify the Subrecipient of any state or federal determination of noncompliance. Council Reserves the right to take enforcement actions, including the clawback funds for non-compliance as described in Attachment A.

B. Environmental Policy Acts. Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Council may, at its discretion, terminate this Agreement without liability to Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- Subrecipient will receive the predetermined set amount of funding for the completion of the project.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Council shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work. Council reserves the right to revise its approach to monitoring the Subrecipient, including frequency, method, or content at their discretion. Subrecipient must include a monitoring provision in any agreement with a sub-subrecipient acknowledging that the sub-subrecipient will be subject to monitoring by the Council and Subrecipient as is outlined in this Agreement and in accordance with the Uniform Guide. Subrecipient shall not enter into any subgrant or subcontract in connection with its

obligations under this Agreement without providing notice to Council and receiving written consent from Council.

- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Council as the sponsoring agency.
- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; [Insert additional requirements specific to federal grant or program]; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Council reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this

Agreement. Subrecipient must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- M. Federal Audit Requirements.** Non-Federal entity subrecipients are subject to the audit requirements outline in 2 CFR 200.501. Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. Subrecipient agrees to create and retain detailed records throughout the lifecycle of the funding to the Subrecipient for easier audit response. Subrecipient will maintain adequate financial systems and financial records to accurately account for awarded funds. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Council and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Council's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income.** Broadband infrastructure project subrecipients may retain program income and use of supported networks and connections for profit. This does not change the BEAD Program's prohibition on claiming profit and fees as allowable costs. Proposed subrecipient budgets thus may not include profit, fees, or similar charges. (Notice of Funding Opportunity (NOFO) V.H.2.b, p.82, and BEAD Terms and Conditions, p. 16, 21)
- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference with the provisions and exclusions to CFR 200 outlined in NTIA's "Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program". In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Council may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Council under this Agreement, at law, or in equity.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.
- D. **Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.
- E. **Availability of Funds.** Each payment obligation of the Council is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Council in the event this provision is exercised, and the Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Agreements.** The Council may award supplemental or successor Agreements for work related to this Agreement or may award contracts

to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Council in all such cases.

- G. Certificate of Good Standing.** The Subrecipient shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- (i) Subrecipient agrees to comply with **Infrastructure Investment and Jobs Act of 2021** – Division F, Title I, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021), also known as the Bipartisan Infrastructure Law. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - (ii) Federal regulations applicable to this award include, without limitation, the following:
 - (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award with the provisions and exclusions to CFR 200 outlined in NTIA's "Policy Notice: Tailoring the Application of the Uniform Guidance to the BEAD Program".
 - (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in

Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (f) New Restrictions on Lobbying, 31 C.F.R. Part 21.

I. Conflict of Interest. Subrecipient agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Subrecipient and sub-Subrecipients shall disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

J. Protections for Whistleblowers.

- (i) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (ii) The list of persons and entities referenced in the paragraph above includes the following:
 - (a) A member of Congress or a representative of a committee of Congress;
 - (b) An Inspector General;
 - (c) The Government Accountability Office;
 - (d) A Treasury employee responsible for contract or grant oversight or management;

- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; and
- (g) A management official or other employee of Subrecipient, contractor, or sub-Subrecipient who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- K. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Council for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.
- L. Entirety of Subgrant Agreement.** This Agreement, consisting of seventeen (17) pages; Attachment A, consisting of twelve (12) pages, and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- M. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- N. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- O. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- P. Indemnification.** The Subrecipient shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's failure to perform any of Subrecipient's duties and obligations hereunder or in connection with the negligent performance of Subrecipient's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Subrecipient's negligence or other tortious conduct.
- Q. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- R. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- S. Notice of Sale or Transfer.** The obligations for services committed to in the LEO Capacity Subgrant must survive any sale of the company of the non-BEAD funded network that provides the capacity during the Federal Interest Period. Any sale or transfer must preserve the Federal Interest of the assets through their lifetime and are subject to the provisions outlined in the section on property standards in "NTIA's Policy guidance to Uniform Guidance".
- T. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Council in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Council's verified

receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.

- U. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- V. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- W. Insurance Requirements.**
- (i) During the term of this Agreement, the Subrecipient shall obtain and maintain, and ensure that each sub-Subrecipient obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The Subrecipient shall provide Certificates of Insurance to the Council verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Council. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
 - (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council’s option, obtain and

maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or sub-Subrecipient, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Agreement.

- (vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

X. Insurance Coverage. The Subrecipient shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (iii) Builder's Risk Insurance. Builder's all risk insurance, through a company lawfully authorized to do business in the State of Wyoming, protecting the interests of the Council and subrecipients of all tiers against loss as specified below, through the date of Final Completion or until final payment has been made and no person or entity other than the Owner has an insurable interest in the property:
 - (a) The policy shall be in the amount of the initial Subgrant Agreement Sum, plus the value of subsequent Subgrant Agreement

modifications and costs of material supplied or installed by others, and shall at all times provide coverage for 100% of the insurable value of the Work, including Subrecipient's change orders and any Council furnished work. The policy shall include replacement cost coverage for all real and personal property incorporated into the Work, including engineered and Project specific false works and formings, while at the Project Site, off-site, or in transit. Coverage shall be extended to include increased construction cost, soft costs (such as reasonable compensation for Design Professional, Council, and Subrecipient s' services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.

- (b) The policy shall insure against "all risks" and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, subsidence or earth movement, windstorm, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and ensuing damage as a result of faulty workmanship or material or both.
- (c) The policy shall name the State of Wyoming and Council as loss payee for all covered losses as their interests may appear.
- (d) The policy shall be endorsed waiving the insurer's right of recovery under subrogation against the Council, Subrecipient and sub-Subrecipients, for losses covered under the Builder's Risk policy. The Subrecipient shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder's Risk policy. Unless otherwise agreed, all monies received due to a covered loss shall be first applied to rebuilding or repairing the destroyed or injured Work.
- (e) The Subrecipient shall be solely responsible for any required notice to or consent of the insurer providing the Builder's Risk coverage regarding a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Council.
- (f) The policy shall not cover any Subrecipient's equipment, including, but not limited to, machinery, tools, equipment, or other personal property owned, rented, or used by the Subrecipient or sub-Subrecipients in the performance of their work on the Work, which will not become a part of the Work to be accepted by the Council.

(iv) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Subgrant Agreement, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- Z. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- AA. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- BB. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- CC. Termination of Agreement.** This Agreement may be terminated, without cause, by the Council upon thirty (30) days written notice. This Agreement may be

terminated by the Council immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Council and after written notice to the Subrecipient, the Council may terminate this Agreement or any part of it.

- DD. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- EE. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- FF. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- GG. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- HH. Counterparts.** This Agreement 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 Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

COUNCIL:

Wyoming Business Council

Joshua J. Dorrell, Chief Executive Officer

Date

Brandon Marshall, Services Division Director

Date

SUBRECIPIENT:

Subrecipient Name

NAME, Title

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough, Senior Assistant Attorney General

Date

Attachment A

Grant Requirements & Payment Milestones

A. Administration of federal funds – Network capabilities

Pursuant to 47 U.S.C. § 1702(g)(1)(A), which directs the Assistant Secretary to establish quality-of- service standards to which each Subrecipient shall provide service with the performance standards and provisions outlined in the NOFO and Restructuring BEAD Policy Notice to each location in the Funded Network

- B. The Subrecipient shall ensure that any subgrant agreement, contract or lease agreement for a Funded Network permits the Subrecipient to use the subgrant to deploy broadband infrastructure in or through any area required to reach interconnection points or otherwise to ensure the technical feasibility and financial sustainability of a project providing broadband service to an unserved location, underserved location, or eligible community anchor institution. Subrecipient will ensure it will have sufficient capabilities and infrastructure to provide the service under the terms of this Agreement.

C. Compliance with laws – Ensuring Subrecipient accountability

The Subrecipient shall put in place sufficient accountability procedures to ensure Subrecipient compliance with all applicable Program requirements, including the following:

- i. Compliance with 2 C.F.R. § Part 200 and the USDOC Financial Assistance Standard Terms and Conditions, except as exempted or specified in the policy notice on Uniform Guidance or this attachment and the Contract to which it is attached and is further provided in NTIA's Policy Notice to Uniform Guidance;
- ii. Compliance with all relevant obligations in the State's approved Initial and Final Proposals and as amended with the BEAD Restructuring Policy Notice;
- iii. Subrecipient accountability practices that include distribution of funding to Subrecipients on a reimbursable basis;
- iv. Subrecipient accountability practices that include the use of clawback provisions; and
- v. Timely Subrecipient reporting mandates and robust Subrecipient monitoring practices.

Additionally, Subrecipient shall provide service (as defined by BEAD NOFO) to all locations agreed upon. If there is an issue that prevents connectivity such as misclassification of the location, the building no exists, or access to the building is denied with a location (e.g., outbuilding), it shall provide evidence of such.

(NOFO IV.C.1.b, p. 51 and IX.G.4, p. 98, BEAD Terms and Conditions p. 4, and Question 4.4 of the Final Proposal Policy Notice on Uniform Guidance Exceptions)

D. Subrecipient, Sub-Subrecipient, and Contractor Compliance with Applicable Requirements

The Subrecipient shall comply, and shall require each Subrecipient or contractor, including lower tier Subrecipients or subcontractors, to comply with all applicable Federal, state, and local laws and regulations. As well as specific servicer obligations committed to by the subrecipient in its grant application and all applicable terms and conditions of this award. As applicable the Subrecipient and its Subrecipients are responsible for ensuring that all contracts, including those necessary for design and construction of facilities, are implemented in compliance with the Terms and Conditions of this Award. *See also* NOFO Section IX.G.4.

E. Contracting with Small and Minority Business, Women’s Business Enterprises, and Labor Surplus Area Firms

As applicable, the Subrecipient and its Subrecipients shall take all necessary affirmative steps (as described in 2 C.F.R. § 200.321 and NOFO Section VII.D.7) to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

F. Prevention of Waste, Fraud and Abuse

Consistent with the principles in 2 C.F.R. § part 200, at any time(s) during the grant period of performance, NTIA may direct a member or members of the Subrecipient’s key personnel to take a Government-provided training on preventing waste, fraud and abuse. Key personnel include those responsible for managing the Subrecipient’s finances and overseeing any contractors, sub-contractors or Subrecipients (for financial matters and/or general oversight related to the grant). Council will provide instructions on when and how to take such training(s), and costs incurred by a Subrecipient relative to the training (*e.g.*, staff time) are eligible for reimbursement pursuant to the Council award.

Further, as applicable, Subrecipient shall monitor award activities for common fraud schemes, including but not limited to:

- i.** false claims for materials and labor;
- ii.** bribes related to the acquisition of materials and labor;
- iii.** product substitution;
- iv.** mismarking or mislabeling on products and materials; and
- v.** time and materials overcharging.

Should a Subrecipient detect any fraud schemes or any other suspicious activity, the shall contact the Council, assigned NTIA Federal Program Officer and the Department of Commerce, Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

Additionally, in accordance with 2 C.F.R. § 200.113, Subrecipient shall disclose, in a

timely manner, in writing to the Council and NTIA, or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients are required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (*See also* 2 C.F.R. § Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

G. Conflict of interest

The Subrecipient agrees to maintain a conflict-of-interest policy consistent with applicable law and regulations including the False Claims Act (31 U.S.C. §§ 3729-3733) (NOFO IX.G.2.a, p. 95)

H. Deployment deadlines and benchmarks

Pursuant to 47 U.S.C. § 1702(h)(4)(C), the Subrecipient shall ensure that each Sub-Subrecipient deploys its Funded Networks and begins providing broadband service to each customer that desires broadband service not later than four years after the date on which the Subrecipient receives the subgrant for the applicable network. The Subrecipient shall follow and establish a schedule for interim completions of the Funded Network in accordance with the Milestone page incorporated to this agreement attachment and subject to Council approval, milestones, enforceable as conditions of the subgrant, sufficient to ensure that Subrecipients are making reasonable progress toward meeting the four- year deployment deadline. Council may, following consultation with the NTIA and with the approval of whoever holds the title of Assistant Secretary of Commerce for Communications and Information , extend the deadlines under this subparagraph if the Council determines that (i) the Subrecipient has a specific plan for use of the grant funds, with project completion expected by a specific date not more than one year after the four-year deadline; (ii) the project is underway; or (iii) extenuating circumstances require an extension of time to allow the project to be completed. *See* NOFO IV.C.2.b.i. Council will review progress towards milestones on a periodic basis. Subrecipient must inform Council in a timely manner if it determines there is a substantial risk of not meeting the deployment schedule included in end of appendix. Council may allow changes in the deployment schedule if mutually agreed upon. Council may engage in a variety of enforcement activities, including more detailed and frequent monitoring and reporting, field inspections, and withholding grant funds to ensure timely project completion. Failure to meet project objectives at the end of a federally mandated deadline for project completion may result in clawbacks of grant funding.

I. Federal audit requirements

A Subrecipient that expends an aggregate amount of funding from federal sources in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year must undergo an organization-wide financial and compliance single audit, or (if a commercial entity) either a financial audit related to each subgrant in accordance

with Generally Accepted Government Auditing Standards or a program-specific audit for each subgrant in accordance with 2 C.F.R. § 200.507. The State and NTIA may also conduct audits, develop monitoring plans, and impose specific conditions on grant awards to mitigate risk of nonperformance. (BEAD Terms and Conditions, pp. 19-21, NOFO VII.D.5, p.87)

J. Prohibition on profit or fees and program income

Subrecipients may retain program income and use of supported networks and connections for profit. This does not change the BEAD Program’s prohibition on claiming profit and fees as allowable costs. Proposed Subrecipient budgets thus may not include profit, fees, or similar charges. (NOFO V.H.2.b, p.82, and BEAD Terms and Conditions, p. 16, 21)

K. Letter of Credit

L. Subgrantee agrees to maintain an Irrevocable Standby Letter of Credit (LOC) in compliance with applicable Program rules issued to the Subrecipient in the required form, in accordance with the Restructuring BEAD Policy Notice, , NOFO IV.D.2.a.ii, p. 72 Wyoming Notice of Award Specific Award Condition 37, and BEAD Terms and Conditions (November 2025) 42). Subrecipient will maintain an LOC in the amount of [value]. Subrecipient may reduce its LOC by 50% at the point of certification that service is available to each location in the Funded Network. The LOC can be reduced by an additional 25% of the original amount after the subscription rate reaches at least 25% of all locations in the project area and may be closed out.

M. Monitoring activities

This Attachment includes mechanisms to provide effective oversight, such as Subrecipient accountability procedures and practices in use during Subrecipient performance, financial management, compliance, and program performance at regular intervals to ensure that Subrecipient performance is consistently assessed and tracked over time. (BEAD Terms and Conditions, p. 4-5, Final Proposal Question 4.4)

N. Prohibition on the supplantation of funds

Consistent with 47 U.S.C. § 1702(l), grant funds awarded to the Subrecipient under this program shall be used to supplement, and not supplant, the amounts of Federal or non-Federal funds that the Subrecipient would otherwise make available for the purposes for which the grant funds may be used.

O. Prohibition on certain telecommunications and video surveillance

As applicable, the Subrecipient is prohibited from using grant funds for telecommunications and video surveillance or services covered under the Secure and Trusted Communications Networks Act. (NOFO V.H.2.a, p. 82 and BEAD Terms and Conditions, November 2025).

P. Collective Bargaining

The Subrecipient is prohibited from using grant funds to support or oppose collective bargaining. (NOFO V.H.2.c, p. 82)

Q. Fair Labor

Subrecipient agrees to comply with applicable federal labor laws, including the Fair Labor Standards Act (FLSA), and Contract Work Hours and Safety Standards Act, 40 U.S.C § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Subrecipient further agrees that significant fair labor or collective bargaining violations could lead to increased and more frequent monitoring and reporting, auditing, and in severe circumstances, lead to clawbacks of provided grant funding.

R. Protections for whistleblowers

The Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into every NTIA grant award. Section F.05 of these Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information).

Generally, this law provides that an employee or contractor (including subcontractors and personal services contractors) of a Subrecipient, its Subrecipient, contractor, subcontractor or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subgrant, or a contract under a Federal award or subgrant, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subgrant or contract under a Federal award or subgrant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subgrant, or contract under a Federal award or subgrant.

Subrecipients and contractors under Federal awards and subgrants shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

A person that believes they have been the subject of retaliation for protected whistleblowing can contact the Department of Commerce, Office of Inspector General Hotline, as indicated at <https://www.oig.doc.gov/Pages/Hotline.aspx>, or the U.S. Office of Special Counsel, toll free at 1-800- 872-9855.

S. Publicity

Subrecipient shall carry out public awareness campaigns in their service areas that highlight the benefit and value of broadband service and include information about low-cost service plans or federal subsidies such as the Lifeline Program. (NOFO IV.C.2.c.iv, p.68 and BEAD Terms and Conditions, 32).

Subrecipient is encouraged to take photos of its construction activities and provide such photos for publicity and publication by Council. Subrecipient will also inform Council of its public awareness campaigns for its BEAD project(s) and to the project locations.

T. Inspection and Testing Materials

As applicable the Subrecipient shall ensure that all materials and equipment used in the completion of the work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. Must conduct testing as outlined in NOFO pp 64-65 Speed tests with speed and latency data must be performed in accordance with NTIA guidelines as outlined in "Performance Measures for BEAD Last-Mile Networks.". In addition, to receive milestone-based reimbursements, subrecipients will be required to submit as-built drawings, and other documentation, such as speed tests, as requested to certify connectivity to a location, Council may also request photographic evidence as needed. The Subrecipient shall ensure that documentation of same is cataloged and retained. Council reserves the right to inspect the documentation at any time. Subrecipient shall retain documentation throughout the period of performance of the project, and Council may inspect documentation and test project assets and materials without prior notice.

U. Requirements Prior to Deployment

Prior to deployment, Subrecipient is required to secure Tribal Consent if applicable to any of its locations, and approval from Council of its completed approval and consultations regarding Environmental and Historic Preservation obligations in accordance with the NOFO. Subrecipient may not submit requests for reimbursements or engage in unapproved deployment activities until they demonstrate they have fulfilled all Tribal Consent and EHP requirements.

V. Requirements During Deployment

During period of deployment for LEO, Subrecipient, is responsible for:

- i.** Meets all deadlines in approved plans and specifications;
- ii.** Monitoring the progress of grant funded activities;
- iii.** Reporting progress;
- iv.** As applicable, Monitoring contractors' compliance with Federal, State, and local

requirements;

W. Service obligations

A location is served for BEAD purposes when the Subrecipient can perform a standard broadband installation upon consumer request that satisfies the BEAD requirement for qualifying broadband service.

A recipient of a LEO Capacity Subgrant shall be deemed to have begun to provide service when it certifies to Council that the recipient can initiate broadband services within ten (10) business days of a request to any covered BSL in the project area, with no charges or delays attributable to extension of the service (Source: HYPERLINK "<https://www.ntia.gov/sites/default/files/2025-06/bead-restructuring-policy-notice.pdf>" BEAD Restructuring Policy Notice, p.19; HYPERLINK "[https://uscode.house.gov/view.xhtml?req=\(title:47%20section:641%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:47%20section:641%20edition:prelim))" 47 USC § 641(14))

Subrecipient must continue to provide BEAD qualifying service in accordance with the terms of this agreement for the full period of performance, including the ten (10) year Federal Interest Period. In other words, if a customer receiving service at a Project location moves, Subrecipient must continue to offer service to that location, but not necessarily the previous subscriber, under the terms of this subgrant if subsequent occupants request service.

The service requirements include:

- 1) Subrecipient will initiate service to any potential subscriber at a project location within ten (10) business days of a request without additional fees.
- 2) Subrecipient will provide all necessary CPE at no cost as part of the standard installation for each new subscriber (i.e. for each new resident or group of residents) at the BEAD-funded location throughout the period of performance. If the same subscriber requests additional CPE after installation, the LEO Capacity Subgrantee may charge customary rates unless the request is made due to equipment malfunction or damage caused by a weather event.
- 3) Subrecipient will continue to offer a low-cost plan in accordance with this agreement throughout the period of performance and ensure the service is publicized to potentially qualified customers. (Source: NOFO, BEAD restructuring Policy Notice, Appendix B)

X. Final Acceptance

The Council will verify completion of the project under certification of project completion

by Subrecipient. Council may conduct subscription and location testing for its verification purposes, require photos or physical inspection of dish placements if needed. Representatives of the Subrecipient, the architect/engineer, and the subcontractor and/or contractor(s) will attend the Subrecipient's final inspection for each project. Council shall be given reasonable advance notice of each final inspection so that a representative of Council and NTIA may participate.

Y. Subrecipient reporting requirements

Pursuant to 47 U.S.C. § 1702(j)(2)(A), the Subrecipient shall submit to the Subrecipient a report, at least semiannually for the duration of the subgrant to track the effectiveness of the use of funds provided. Subrecipients shall certify that the information in the report is accurate. Each report shall describe each type of broadband infrastructure project and/or other eligible activities carried out using the subgrant and the duration of the subgrant and may add additional reporting requirements or increase the frequency of reporting.

Z. Tribal consent

If establishing connectivity to a location that requires exterior installation of infrastructure, Subrecipient may need to secure Tribal consent for such activities as applicable for the relevant locations within the Tribal area. Such consent must be secured within six (6) months of NTIA's approval of Wyoming's Final Proposal date as allowed under the Tribal Consent Programmatic Waiver of August 2025. Per BEAD rules, NTIA will not fund projects that have not secured Tribal Consent.

AA. Affordability and Low-Cost Plans

Pursuant to 47 U.S.C. § 1702(h)(4)(B), each Subrecipient receiving BEAD funding to deploy network infrastructure shall offer at least one low-cost broadband service option. Pursuant to Section 1702(h)(5)(C), NTIA or the Subrecipient may take corrective action, including recoupment of funds from the Subrecipient, for noncompliance with the statutory low-cost plan requirement. The Subrecipient will be required to ensure that services offered over Funded Networks allow subscribers in the service area to utilize the Affordable Connectivity Program, or any successor program, and that Subrecipients continue to offer the low-cost broadband service option to eligible subscribers, during the Federal Interest Period. *See* NOFO IV.C.2.c.i.

BB. Access to Service

Pursuant to 47 U.S.C. § 1702(g)(2)(C)(ii), operators of Funded Networks shall provide access to broadband service to each customer served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory. *See* NOFO IV.C.2.c.iii. Council reserves the right to request data related to and verify compliance of the low-cost services offering throughout federal interest period. Subrecipient will ensure that potential BEAD location subscribers are aware of this service offering by a targeted mail or generally publicized on its website where it advertises its available service plans.

CC. Cybersecurity and Supply Chain Risk Management

Pursuant to 47 U.S.C. § 1702(g)(1)(B), a Subrecipient, shall comply with prudent cybersecurity and supply chain risk management practices. The Subrecipient shall attest that:

- i.** Has a cybersecurity risk management plan (the plan) in place that is either:
 - (a)** operational, if the prospective Subrecipient is providing service prior to the award of the grant; or
 - (b)** ready to be operationalized upon providing service, if the prospective Subrecipient is not yet providing service prior to the grant award;
- ii.** The plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;
- iii.** The plan will be reevaluated and updated on a periodic basis and as events warrant; and
- iv.** The plan will be made available upon request to Council prior to the allocation of funds. If the Subrecipient makes any substantive changes to the plan, a new version will be submitted to the Council within twenty (20) days.

With respect to supply chain risk management (SCRM), the Subrecipient to attest that:

- i.** Has a SCRM plan in place that is either:
 - (a)** operational, if the prospective Subrecipient is already providing service at the time of the grant; or
 - (b)** ready to be operationalized, if the prospective Subrecipient is not yet providing service at the time of grant award;
- ii.** The plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented;
- iii.** The plan will be reevaluated and updated on a periodic basis and as events warrant; and
- iv.** The plan will be made available to Council prior to the allocation of funds. If

the Subrecipient makes any substantive changes to the plan, a new version will be submitted to Council within twenty (20) days.

DD. Subrecipient Integrity and Performance Matters

In accordance with Section 872 of Public Law 110-417, as amended, *see* 41 U.S.C. § 2313, if the total value of a Subrecipient’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of an award, then the Subrecipient shall be subject to the requirements specified in Appendix XII to 2 C.F.R. § Part 200, for maintaining the currency of information reported to SAM that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about certain civil, criminal, or administrative proceedings involving the Subrecipient. *See also* NOFO VII.F.

EE. Protected and Proprietary Information

The Subrecipient is expected to support Program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperation with Council and the Department of Commerce and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), Subrecipients are reminded that they shall take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award. *See also* NOFO IX.B.

FF. This award is a “fixed amount subaward” as defined in 2 CFR § 200.201 where the major purpose of the subaward is a broadband infrastructure project and will be administered by the State pursuant to the Uniform Guidance Policy Notice published by NTIA on December 26, 2023, titled “Policy Notice: Tailoring the Application of Uniform Guidance to the BEAD Program”. Subgrantee bears the responsibility of familiarizing itself with 2 CFR § 200 and ensuring compliance with the requirements contained in § 200.

Exceptions to 2 C.F.R. § Part 200 Fixed Amount Subgrant Requirements (200.333—Fixed Amount Subgrants and 200.201(b)(2)--Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts)

Fixed Subgrant awards are subject to exceptions of 2 C.F.R. § 200.333 and 200.201(b)(2) approved by the Office of Management and Budget (“OMB”).

As a condition of the fixed subgrant award, Council must monitor the reasonableness of Subrecipient’s costs. Subrecipient will report the relative proportion of costs across key spending areas, as applicable, professional services (e.g., engineering, environmental and historic preservation permitting, legal expenses, etc.); construction services (e.g., digging trenches, erecting towers, blowing fiber, constructing and improving buildings, etc.);

outside plant, towers, and poles (e.g., fiber plan, conduit, towers, poles, emergency power generational equipment, etc.); network and access equipment (e.g., broadband routing equipment, broadband transport equipment, network broadband access equipment, wireless base stations, antennas, etc.); operating equipment (e.g., office furniture and fixtures, work equipment and vehicles, etc.); customer premise equipment; contingency funds; and all other expenses. Subrecipient's the non-Federal share/required by the subgrant agreement.

The Subrecipient may only be reimbursed for the eligible costs in connection with the last-mile broadband deployment projects. Ineligible uses of fixed amount subgrant payments include but are not limited to the following:

- i. Personal expenses of employees, executives, board members, and contractors, and family members thereof, or any other individuals affiliated with the Subrecipient, including but not limited to personal expenses for housing, such as rent or mortgages, vehicles for personal use and personal travel, including transportation, lodging and meals;
- ii. Gifts to employees; housing allowances or other forms of mortgage or rent assistance for employees except that a reasonable amount of assistance shall be allowed for work-related temporary or seasonal lodging; cafeterias and dining facilities; food and beverage except that a reasonable amount shall be allowed for work-related travel; entertainment;
- iii. Expenses associated with: tangible property not logically related or necessary to the broadband infrastructure project or authorized non-deployment use; corporate aircraft, watercraft, and other motor vehicles designed for off-road use except insofar as necessary or reasonable to access portions of the project area not readily accessible by motor vehicles travelling on roads; tangible property used for entertainment purposes; consumer electronics used for personal use; kitchen appliances except as part of work-related temporary or seasonal lodging assistance; artwork and other objects which possess aesthetic value;
- iv. Political contributions; charitable donations; scholarships; membership fees and dues in clubs and organizations; sponsorships or conferences or community events not logically related or necessary for the intended use of the subgrant; nonproduct-related corporate image advertising; and
- v. Penalties or fines for statutory or regulatory violations; penalties or fees for any late payments on debt, loans, or other payments.

Pursuant to 2 C.F.R. § 200.201(b)(3), the Subrecipient shall certify in writing to the Council at the end of the Federal award that the broadband project funded under the subgrant was completed.

Accordingly, a Subrecipient receiving a fixed amount subgrant shall certify to the Council

that the broadband infrastructure project was placed into service, as defined in 47 U.S.C. § 1702(h)(4)(C) by end of project deployment which will also cover LEO.

The above notwithstanding, the BEAD Program prohibition on the Subrecipient claiming profit or fees as allowable costs remains unchanged by this exemption. *See* NOFO Sec. V.H.2.b.

Therefore, neither fees above the estimated actual cost that will be incurred by the Subrecipient nor profit shall be considered reasonable costs when determining the reasonable estimate of actual costs (*i.e.*, neither fees nor profits may be included in the estimate of actual costs).

GG. Adjustments to 2 C.F.R. § 200.318-320 and 200.324-326—Procurement Standards

Subrecipients of fixed amount subgrants pursuant to the above exceptions are not required to comply with the Procurement Standards set forth in 2 C.F.R. § 200.318-320 and 200.324-326. All other Procurement Standards, *i.e.*, 2 C.F.R. § 200.317, 200.321-200.323, and 200.327, remain as requirements. Noncompliance with profit and fee prohibition rules may lead to increased monitoring of and reporting by Subrecipient. Upon finding of a violation, Council may withhold reimbursement until Subrecipient has remedied the violation.

Council reserves the right to monitor and investigate any unauthorized uses of BEAD funds and may engage in enforcement actions that include temporary withholding of funds, increased monitoring, audits and potentially claw backs of funding if Subrecipient is unwilling or unable to remedy violations. Subrecipient agrees to maintain financial records and provide Council with financial reporting and receipts of its and its subcontractors' BEAD project activities as needed to fulfill its federal obligations for fiscal monitoring.

HH. Exception to 2 C.F.R. § 200.314--Supplies

Pursuant to an exception approved by OMB, the property standards set forth in 2 C.F.R. § 200.314 for supplies shall not apply to fixed amount subgrants.

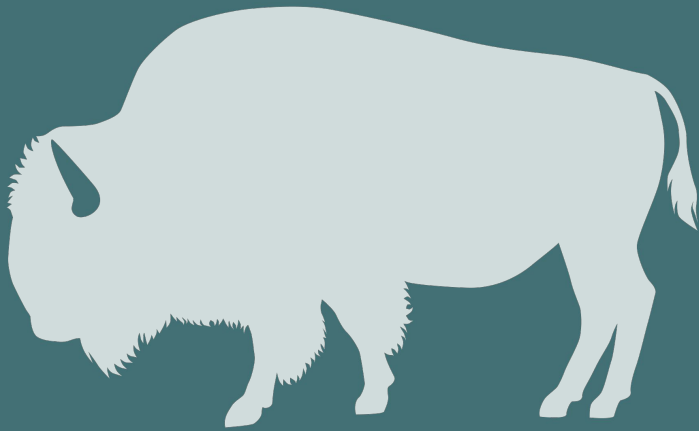
Deployment Payment Milestones for Low Earth Orbit Satellite Subgrants

~~Deployment Milestone 1— 50% of Broadband Serviceable Location (BSL)'s in project area can receive service: 20% of grant amount~~

~~Deployment Milestone 2— All BSLs in project area can receive: 30% of grant amount~~

~~Subscriber Milestone 3— 50% of the locations in the project area are subscribing to the subgrantee's qualifying broadband service: another 25% of grant amount~~

~~Ongoing services: the remaining 25% portion of grant amount to be distributed in equal installments across the 10-year Federal Interest Period. Council will provide payment in yearly installments.~~



INVESTMENTS

WYOMING



BRC MEMORANDUM

PURPOSE: Request for Funding for the BRC Planning Block Grant

DATE: April 1, 2026

BRC PLANNING BLOCK GRANT

Business Ready Community (BRC) Rules were signed by Governor Gordon on February 27, 2026. BRC rules now state:

“Planning projects will be awarded through a block grant process. Council staff shall update Council and Board, at their next regularly scheduled meeting, on awarded block grants.”

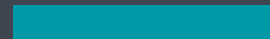
OVERVIEW

- WBC Standard Operating Procedures state that contracts below \$100,000 do not need to be approved by the WBC Board of Directors. Statutorily, BRC planning grants do not exceed \$100,000.
- Every planning grant presented to the State Loan and Investment Board (SLIB) has been approved.
- At the February 25, 2026 WBC Board meeting, a motion was adopted to develop a recommendation to fund, staff, organize, and support the delivery of individualized, Regional Economic Development strategies.

STAFF RECOMMENDATION

Staff requests the WBC Board recommend approval of \$1,600,000 for the planning block grant.

This amount is consistent with the statutory requirement that no more than 2% of BRC funds may be allocated for planning grants.



**LEAD ECONOMIC GROWTH
BUILD RESILIENT COMMUNITIES
CREATE OPPORTUNITIES TO THRIVE**

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