



Special Meeting of the Board of Directors

Leading Economic Growth | Building Resilient Communities | Creating Opportunities

Virtual Attendance Option

Join the Zoom webinar at: <https://us02web.zoom.us/j/295704768>

-OR-

Join by phone at 1-669-900-6833, enter the 9-digit Meeting ID 295-704-768 (no PIN is required, please press # when prompted); if joining by phone please note your ability to interact with the panelists may be limited due to system limitations.

Monday, October 2, 2023

12:00 p.m. Convene Public Meeting – Co-Chair Kathy Tomassi

- Pledge of Allegiance (remote participants will be muted)
- Welcome and Roll Call of Board Members

12:05 a.m. Services Standing Committee – Committee Chair Mark Law (*Page 3*)

- CTC Contract Amendment– Services Director Brandon Marshall
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation
- Capital Projects Fund (CPF) and Connect WY 2.0 Program Update – Services Director Brandon Marshall
- Broadband Equity Access and Deployment (BEAD) Program and Digital Access Program Update – Services Director Brandon Marshall

12:55 p.m. Other Board Matters and Adjournment

- **Next Meeting of SLIB:** Thursday, October 5, 2023 @ 8:00 a.m.
- **Standing Committees** will meet this quarter during the week of November 27, 2023 (invites via Google Calendar):
 - **Operations Standing Committee** - Tuesday, November 28, 2023 @ 10 a.m.
 - **Strategy Execution Standing Committee** - Tuesday, November 28, 2023 @ 2 p.m.
 - **Investments Standing Committee** - Wednesday, November 29, 2023 @ 10 a.m.
 - **Services Standing Committee** - Thursday, November 30, 2023 @ 10 a.m.
- **Next Regular Meetings of this Board:**
 - December 12-13, 2023 – Virtual
 - February 21-22, 2024 – Cheyenne (**NOTE:** This meeting has been shifted a week earlier in February than originally communicated.)
 - May 7-8, 2024 - Casper



SERVICES COMMITTEE REPORT

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
CTC TECHNOLOGY AND ENERGY**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15th St, Cheyenne WY 82002, and COLUMBIA TELECOMMUNICATIONS CORPORATION d/b/a CTC TECHNOLOGY AND ENERGY (Contractor), whose address is: 10613 Concord St, Kensington MD, 20895.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Council and the Contractor. The purpose of this Amendment is to: a) increase the total Contract dollar amount by two hundred fifty thousand dollars (\$250,000.00) to three hundred forty-six thousand five hundred dollars (\$346,500.00) and b) extend the term of the Contract through March 31, 2024.

The original Contract dated May 26, 2023, required the Contractor to support the deployment of Connect Wyoming CPF program for a total Contract amount of ninety-six thousand five hundred dollars (\$96,500.00) with an expiration date of December 31, 2023.
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 4(A) of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed three hundred forty-six thousand five hundred dollars (\$346,500.00).”
 - B. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

“The term of this Contract is from Effective Date through March 31, 2024.”
5. **Amended Responsibilities of the Contractor.** Responsibilities of the Contractor have not changed.
6. **Amended Responsibilities of the Council.** Responsibilities of the Council 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 Contract, and any previous amendments, between the Council 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 Council.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of thirteen (13) pages and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYOMING BUSINESS COUNCIL:

Joshua J. Dorrell
Chief Executive Officer

Date

Amy L. Grenfell
Chief Operating Officer

Date

CONTRACTOR:

COLUMBIA TELECOMMUNICATIONS CORPORATION
d/b/a CTC TECHNOLOGY AND ENERGY

Joanne Hovis
President

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Joshua M. Brackett
Assistant Attorney General

Date

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
COLUMBIA TELECOMMUNICATIONS CORPORATION d/b/a
CTC TECHNOLOGY AND ENERGY**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15th St, Cheyenne WY 82002, and COLUMBIA TELECOMMUNICATIONS CORPORATION d/b/a CTC TECHNOLOGY AND ENERGY (Contractor), whose address is: 10613 Concord St, Kensington MD, 20895.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall support the deployment of Connect Wyoming CPF program.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through December 31, 2023. All services shall be completed during this term.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right, or expectation of extension and any extension will be determined at the discretion of the Council.

4. **Payment.**
 - A. The Council agrees to pay the Contractor for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed ninety-six thousand five hundred dollars (\$96,500). Payment shall be made on a time and materials basis at a blended rate of two-hundred seventy-five dollars (\$275) per hour. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Council.
 - C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Contractor is expected to procure the most cost-efficient travel arrangements and will require pre-approval from the Broadband Manager.
 - (i) **Air Travel.** The Council agrees to reimburse the Contractor's air travel expenses related to the performance of this Contract. Air travel shall be reimbursed

based on actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Contractors shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

- (ii) Car Rental. The Council agrees to reimburse the Contractor's car rental expenses related to the performance of this Contract. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest rental rates for an appropriate vehicle.

D. Lodging.

The Council agrees to reimburse Contractor's lodging expenses related to the performance of this Contract. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Contractor shall only invoice the Council for the basic room rate, taxes, and lodging fees. The Council is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Council shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. Meals.

The Council agrees to reimburse Contractor's meal expenses related to the performance of this Contract. Meal expenses shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice.

5. Responsibilities of Contractor. The Contractor agrees to:

- A. Provide the services described in Attachment A, Scope of Work. Per the Scope described in Attachment A, Contractor and any Subcontractors performing comparable work are explicitly designated as contractors and not as subrecipients.

6. Responsibilities of Council. The Council agrees to:

- A. Pay Contractor in accordance with Section 4 above.

7. Special Provisions.

- A. **Environmental Policy Acts.** Contractor agrees all activities under this Contract 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.

- B. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (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.
- C. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Council may, at its discretion, terminate this Contract 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.
- D. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor 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.
- E. Monitoring Activities.** Council shall have the right to monitor all activities related to this Contract that are performed by Contractor 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 Contract; and to observe personnel in every phase of performance of Contract related work.
- F. Nondiscrimination.** The Contractor 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 Contract.
- G. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

- H. 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 Contractor and related to the services and work to be performed under this Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council. Notwithstanding the foregoing, and except a) as required by law such as Wyoming Public Records Act, and/or b) in accordance with the Council's policies and procedures, neither Party will use the name of the other Party or refer to the services provided under this Contract without the prior consent of the other Party, which shall not be unreasonably withheld.
- I. Suspension and Debarment.** By signing this Contract, Contractor 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 Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor 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 Contract.
- J. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; 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.
- K. 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 Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- L. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds 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 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, 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.

- M. 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 Contract.
- N. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Council. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Council.
- O. Intellectual Property and Ownership of Contractor Pre-Existing Materials.** Notwithstanding anything in General Provisions Section R., Contractor and its Subcontractors retain ownership of all their respective literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, databases, content, models, industry perspectives, or related rights and derivatives that Contractor and/or its Subcontractors own at the time this Contract is executed or otherwise developed or acquired independent of this Contract, employed by Contractor and/or its Subcontractors in connection with the services provided to Council, and includes any updates and derivative works thereto (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials may be embedded in a Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to Council before its use and assert its ownership. If, however, Contractor fails to disclose to Council such Contractor Pre-Existing Materials, Contractor shall grant Council a nonexclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for Council to receive the intended benefit under this Contract and subject to the limitations herein. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Council agrees that, without Contractor's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Contractor Pre-existing Material or Work Product, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Contractor Pre-existing Material or Work Product.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract 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 Contract without the prior written consent of the other party. The Contractor shall not use this Contract, 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 invoices and final deliverables of the Contractor which are pertinent to this Contract.
- 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 Contract, the Contract may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Contractor 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 Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Council in all such cases.
- G. **Certificate of Good Standing.** The Contractor shall provide to the Council a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor 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 Contract.

- H. Compliance with Laws.** The Contractor 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 Contract.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by both parties unless prior written permission is granted by the Contractor and Council for its release. If and when either party receives a request for information subject to this Contract, the notified party shall notify the other party within ten (10) days of such request and shall not release such information to a third party unless: 1) prior written approval is granted by Contractor, if the information is related to a release of Contractor's Confidential Information; or 2) directed to do so by Council.
- J. Entirety of Contract.** This Contract, consisting of thirteen (13) pages, and Attachment A, Scope of Work, consisting of three (3) pages, represent the entire and integrated Contract 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 Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor 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 Contractor's profession.
- L. Extensions.** Any extension of this Contract shall be initiated by the Council and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract 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.
- N. Indemnification and Limitation of Liability.** The Contractor 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 to the extent such claims, damages or actions are determined to have resulted from Contractor's failure to perform any of Contractor's duties and obligations hereunder, or from the negligent performance of Contractor's duties or obligations, including, but not limited to, any third party claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct, such as willful omissions.

Limitation of Liability. The Services provided under this Contract shall not be deemed investment, legal, tax, accounting or other regulated advice. Contractor does not supplant the Council's management or other decision-making bodies and does not guarantee results. The Council remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules and regulations. In no event shall Contractor's liability to the Council in connection with the services hereunder exceed the fees received by Contractor from the Council in connection with such performance. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor 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 Contractor 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 Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Notice of Sale or Transfer.** The Contractor shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this

Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.

- R. Ownership and Return of Documents and Information.** Council is the official custodian and owns all documents, data compilations, reports, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor 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, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information, except for one (1) copy Contractor can retain for internal archival and audit purposes. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data upon request of destruction by Council.
- S. Patent or Copyright Protection.** The Contractor 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 Contractor or its subcontractors will knowingly violate any such restriction. In accordance with Section 8(N), the Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions as a direct result of Contractor's breach of this Contract, negligence, or willful misconduct.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract 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).
- U. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor 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 Contractor 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 Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

- (iii) The Contractor 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 Contractor, such insurance in the name of the Contractor, or subcontractor, 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 Contractor under this Contract.
- (vi) All policies required by this Contract 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.

V. Insurance Coverage. The Contractor 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) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if

statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Council with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

(iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Council with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) 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.

W. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

X. 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 Contract 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 Contractor, 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 Contract, 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 Contract 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.


- Y. Taxes.** The Contractor 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.
- Z. Termination of Contract.** This Contract may be terminated, without cause, by the Council upon thirty (30) days written notice. This Contract may be terminated by the Council immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- AA. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- DD. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- EE. Counterparts.** This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Council.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.


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

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

WYOMING BUSINESS COUNCIL:


Josh Dorrell (May 26, 2023 12:36 MDT)
Joshua J. Dorrell
Chief Executive Officer


May 26, 2023
Date


Amy Grenfell (May 26, 2023 08:54 MDT)
Amy L. Grenfell
Chief Operating Officer

May 26, 2023
Date

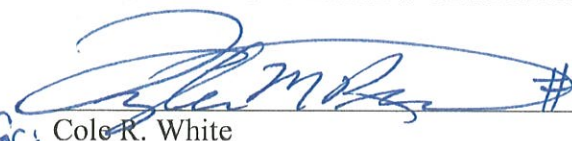
CONTRACTOR:

COLUMBIA TELECOMMUNICATIONS CORPORATION
d/b/a CTC TECHNOLOGY AND ENERGY


Joanne Hovis (May 26, 2023 09:48 CDT)
Joanne Hovis
President

May 26, 2023
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM


Cole R. White # 230491
for: Cole R. White
Assistant Attorney General

05-24-2023
Date



CONNECT WYOMING CPF



CONNECT WYOMING – CPF TIMELINE

Application Period Closed 8/22/23 – Currently in the vetting cycle

- 116 Applications Received
- 413 Million in Total Project Costs
- 325 Million Requested
- 88 Million in Provider Contributions
- 38,295 Locations served **Locations may be duplicated within multiple applications



APPLICATION CHALLENGE

9/22/23 – 10/5/23 *

AWARDS

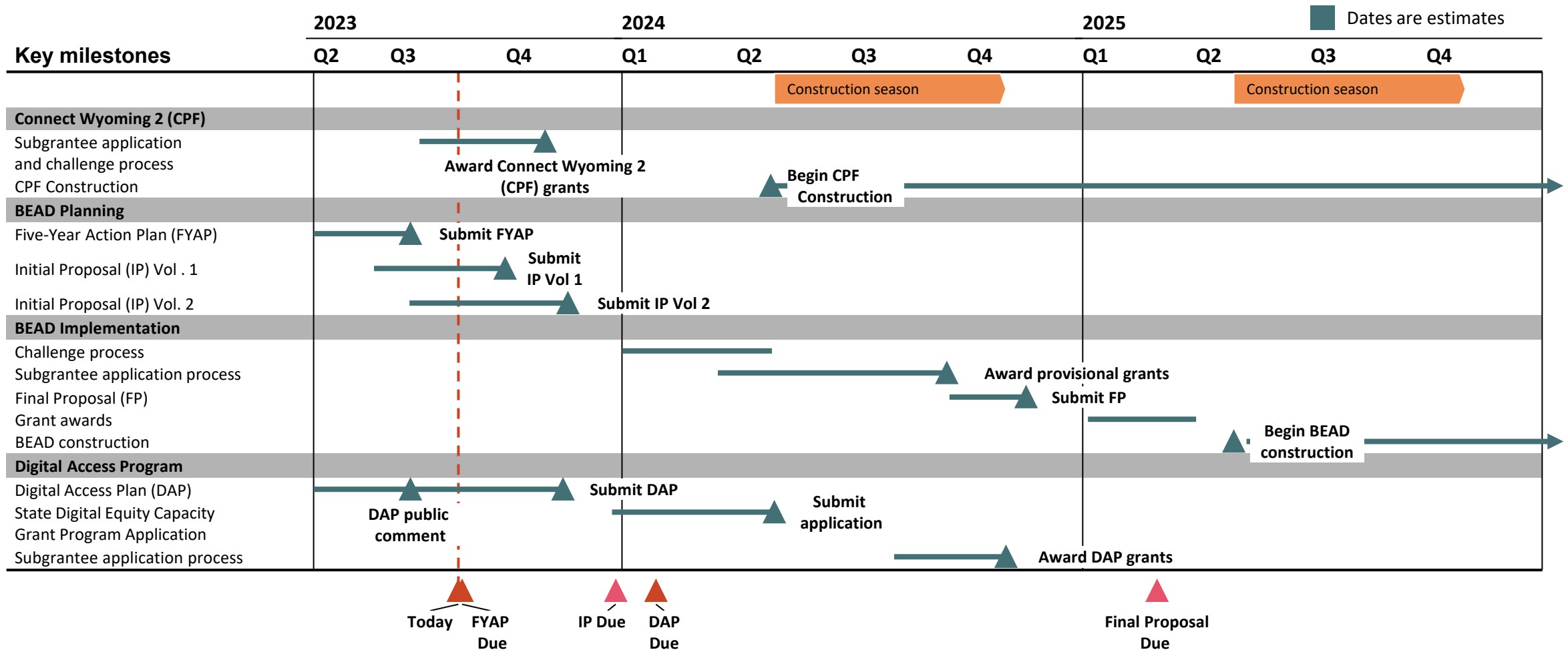
11/4/23 – 12/3/23 *

PROJECT BUILDS &
REPORTING

12/3/23 – 12/31/26 *

All dates are subject to change based on the number of applications received.

AN ACCELERATED SCHEDULE IS REQUIRED TO MEET FEDERAL DEADLINES AND ENABLE BEAD CONSTRUCTION TO BEGIN IN 2025





THANK YOU

Learn More At

wyomingbusiness.org



BEAD PROGRAM OVERVIEW

WBC Board Meeting

September 19, 2023

BEAD PROGRAM OVERVIEW



Details to follow

Wyoming has received \$348M from the National Telecommunications and Information Administration (NTIA) with the goal of providing reliable, affordable, high-speed broadband service to all Wyomingites



Funded by the **Bipartisan Infrastructure Law**, BEAD is a federal grant program that aims to **get all Americans online** by building infrastructure and increasing **adoption of high-speed internet**



BEAD **prioritizes unserved locations** that have **no internet access** or that only have access to internet speeds under 25/3 Mbps and **underserved locations** that only have access to internet speeds **under 100/20 Mbps**

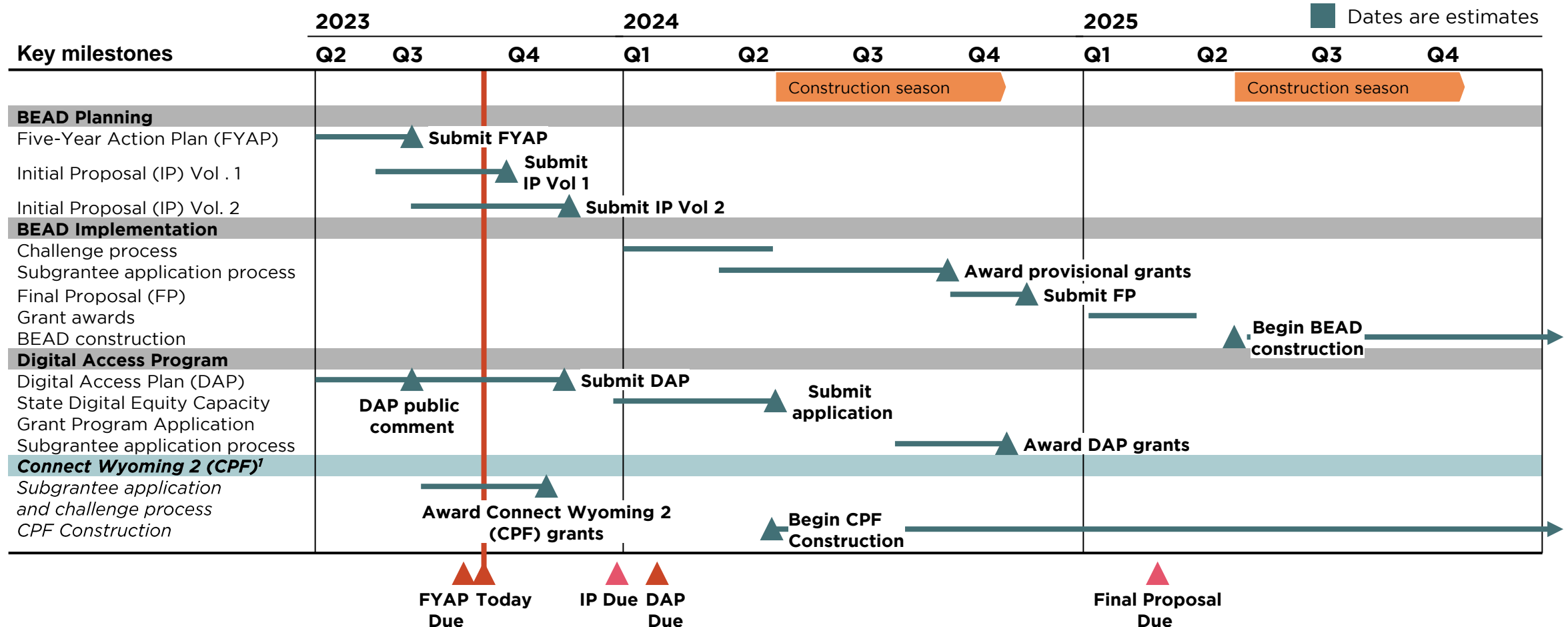


The Wyoming Broadband Office (WBO) has already **submitted a Five-Year Action Plan**, which outlines the State's overarching **broadband deployment goals**



WBO is currently drafting its **Initial Proposal (IP)** to the NTIA, which will detail how it **plans to distribute its \$348M allocation** to Internet providers to achieve those goals

BEAD PROGRAM TIMELINE



(1) Connect Wyoming 2 (CPF) is unrelated to BEAD deployment but is included for reference

Source: BEAD and State Digital Equity Capacity Grant Planning NOFOs

INITIAL PROPOSAL OVERVIEW

Context

- Eligible Entities will have 180 days from receipt of the Notice of Available Amounts to develop and submit an Initial Proposal.
- The Initial Proposal will, among other things, describe the competitive process the Eligible Entity proposes to use to select subgrantees to construct broadband projects.
- Prior to submission to NTIA, the Initial Proposal must be made available for public comment, and the Initial Proposal must incorporate local coordination feedback for the Assistant Secretary's review.



Key objectives

- Serve as the “first draft” of an Eligible Entity’s Final Proposal for grant funding
- Explain how the Eligible Entity intends to ensure every resident has access to a reliable, affordable, high-speed broadband connection
- Outline plan to utilize all funding available to be brought to bear to accomplish this goal, including but not limited to BEAD Program funds

INITIAL PROPOSAL ELEMENTS (1/2)



Details follow

- 1 **Objectives:** What are the states goals related to broadband deployment and closing the digital divide?
- 2 **Existing efforts:** What is the State currently doing to close the digital divide and coordinate with local stakeholders?
- 3 **Federal funding:** What other federally funded broadband programs are taking place in the State?
- 4 **Stakeholder engagement:** How does the State plan to coordinate with tribal governments, community organizations, and other important stakeholders in the BEAD deployment process?
- 5 **Eligible broadband serviceable locations (BSLs):** Where are the unserved and underserved locations within the State that aren't currently being served by another enforceable funding commitment?
- 6 **Community anchor institutions (CAIs):** What community anchor institutions exist within the State?
- 7 **Challenge process:** How will the State conduct a challenge process to ensure that the eligible BSL list is accurate before distributing BEAD funding?
- 8 **Subgrantee process:** How will the State spend its \$348M BEAD allocation to achieve NTIA's and its own broadband deployment goals?
- 9 **Non-deployment process:** If the State has remaining funds from its BEAD allocation after building internet infrastructure, how will the State spend those funds to achieve NTIA's and its own broadband deployment goals?
- 10 **Direct implementation:** Are there any BEAD deployment activities that the State intends to do itself?

INITIAL PROPOSAL ELEMENTS (2/2)



- 11 **Labor standards:** How will the State ensure that its subgrantees are abiding by federal, state, and local labor laws?
- 12 **Workforce readiness:** How will the State ensure that there is a diverse, qualified workforce for subgrantees to draw upon in completing BEAD deployment activities?
- 13 **Minority businesses:** What steps will the State proactively take to ensure that minority-owned businesses are aware of available BEAD funding within the State and have the tools needed to compete for that funding?
- 14 **Costs and barriers:** What is the State doing to lower regulatory costs and barriers to broadband deployment?
- 15 **Climate assessment:** How will the State mitigate the natural hazard risk to BEAD infrastructure?
- 16 **Low-cost plan:** How will the State ensure that the broadband service provided using the BEAD-subsidized infrastructure is affordable to those in lower income brackets?
- 17 **20% funding:** Will the State ask for up to 20% of its allocated BEAD funding upon submission of its initial proposal?
- 18 **Local laws:** Are there any State regulations that would prohibit public-sector entities from competing for BEAD funds?
- 19 **Certification:** How will the State hold subgrantees accountable to their project proposals?
- 20 **Middle-class affordability:** How will the State ensure that the broadband service provided using the BEAD-subsidized infrastructure is affordable to those in the middle class?

WBO HAS DECIDED TO CENTER ITS SUBGRANTEE PROCESS DESIGN AROUND A SET OF CORE PRINCIPLES



Complying with NTIA guidance/requirements

WBO's subgrantee process abides by the NTIA's rules and regulations (e.g., requirements, timing) as well as any relevant State laws

Reaching as many BSLs as possible

In the face of a BEAD funding shortfall, WBO maximizes the use of its allocation to serve the highest number of unserved BSLs followed by underserved

Maintaining simplicity throughout

WBO's subgrantee process is as simple as possible while still ensuring maximum outcomes for Wyomingites given the constraints of BEAD (e.g., timeline, resources)

Incorporating input from WY stakeholders

WBO seeks and meaningfully incorporates feedback from public, private, and social sector stakeholders (e.g., public comment, listening sessions)

Installing future-proof technology

Per BEAD requirements and state priorities, WBO prioritizes fiber-based technology over other technologies to help ensure reliable access for years to come

Ensuring an equitable distribution of funds

WBO seeks to ensure that broadband projects are deployed equitably across the state and not concentrated in a few, more urban areas

The challenge

Some of the principles could come into tension with each other while designing the subgrantee application process