



Board of Directors Agenda

Casper, Wyoming – May 7-8, 2024

At Hilton Garden Inn – 1150 N Poplar St. Casper WY

Leading Economic Growth | Building Resilient Communities | Creating Opportunities

Virtual Attendance Information

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.

Tuesday, May 7, 2024

Tuesday dress code is business-casual attire - please wear your WBC name tag.

12:00 p.m. **Networking Lunch** at Hilton Garden Inn – 1150 N Poplar St.

1:30 p.m. **Convene (Public) Work Session** – Co-Chair, Erick Arens

- Welcome and Roll Call of Board Members
- Work Session Agenda - *WPMA NOTICE: Members of the public are welcome to view the work session at the same Zoom webinar link above or attend in-person; however, this portion of the meeting is a work session only and will not include discussion or transaction of public business.*
 - Building State Capability (BSC) – Harvard Kennedy School Building State Capability Team

4:30 p.m. **Conclusion of Work Session**

Wednesday, May 8, 2024

(Times and order of agenda items are tentative and subject to change without notice)

Wednesday dress code is business attire - please wear your WBC name tag.

CONSENT AGENDA: *All agenda items listed with the designation of [CA] are considered routine items and will be enacted by one motion. Documentation for each item on the consent agenda is included in the board book materials. There will be no separate discussion on these items unless a board member request is made. A board member can request to have one or more items be removed from the consent agenda for separate consideration by the Board of Directors.*

8:00 a.m. **Convene Public Meeting** – Co-Chair, Erick Arens

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



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- Welcome Ryan Lance to the WBC Board of Directors
- Consent Agenda

Reports on Consent Agenda

- [CA] Meeting Minutes for the February 22, 2024 Regular Meeting (*Page 7*)
- [CA] Quarterly People and Performance Report – People & Performance Manager, Chava Case (*Page 12*)
- [CA] Quarterly SBIR Report - Entrepreneur Development Manager, Taylor Vignarolli (*Page 25*)
- [CA] Quarterly Challenge Loan Report - Investments Director, Bert Adam (*Page 30*)
- [CA] WYVC (Wyoming Venture Capital) Fund Update - Equity Portfolio Manager, Gordon Finnegan (*Page 31*)

Contracts on Consent Agenda

- [CA] Becker Building Office Lease (Becker Building LLC) Agreement – Chief Operating Officer, Amy Grenfell (*Page 35*)
- [CA] Custodial Services Contract (Little Joe) - Chief Operating Officer, Amy Grenfell (*Page 45*)
- [CA] University of Wyoming Manufacturing Works Contract – Services Director, Brandon Marshall (*Page 54*)
- [CA] University of Wyoming Small Business Development Center (SBDC) Contract – Services Director, Brandon Marshall (*Page 62*)
- [CA] Advance Commercial Provider LTD for the Asia-Pacific Trade Office Agreement – Strategic Partnerships Director, Ron Gullberg (*Page 73*)
- [CA] Markee Escrow Services Contract – Investments Director, Bert Adam (*Page 86*)
 - **ACTION ITEM:** Consideration of approval of items included on Consent Agenda.

8:10 a.m. **Welcome** – Casper City Manager, Carter Napier

8:20 a.m. **CEO Report** – Chief Executive Officer, Josh Dorrell

8:50 a.m. **The (Wyoming) Academy** - Update on the conclusion of the inaugural cohort of The Academy and plan for future cohorts. – Leadership Wyoming Executive Director, Mandy Fabel and Assistant Director, Linda Walsh



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- 9:20 a.m.** **Services Standing Committee (PART ONE)** – Committee Chair, Pam Thayer (*Page 98*)
- **Broadband Presentation-** Capital Projects Fund (CPF) award changes with Charter – Broadband Manager, Elaina Zempel
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve contract for Charter Communications (Spectrum Pacific West LLC) Fremont 1 ARPA CPF grant.
- 9:40 a.m.** **Strategy Standing Committee** – Committee Chair, Derek Smith (*Page 132*)
- **University of Wyoming Center for Business and Economic Analysis (CBEA) Contract** – Chief Strategy Officer, Sarah Fitz-Gerald
 - **ACTION ITEM:** Consideration of staff recommendation to execute a one-year contract with the University of Wyoming for the proposed Scope of Work.
 - **Three Elephant Public Relations LLC Contract** – Strategic Communications, Amy Quick
 - **ACTION ITEM:** Consideration of staff recommendation to approve Three Elephant Public Relations LLC Contract.
- 10:15 a.m.** **Break** – *all participants will be muted*
- 10:30 a.m.** **Services Standing Committee (PART TWO)**– Committee Chair, Pam Thayer (*Page 148*)
- **Wyoming Women’s Business Center Contract** – Services Director, Brandon Marshall
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve the Wyoming Women’s Business Center Contract.
 - **Small Business Innovation Research (SBIR) Matching Program Funding Authorization Request** – Entrepreneur Development Manager, Taylor Vignaroli
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve funding for the budget year’s SBIR Matching Grants as one annual approval.
 - **SourceLink Contract** – Entrepreneur Development Manager, Taylor Vignaroli
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve the SourceLink Contract.



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- **Silicon Couloir Incubation Services Contract** – Entrepreneur Development Manager, Taylor Vignaroli
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve the Silicon Couloir Contract.

11:15 a.m. Regional Director Reports

- **Heather Tupper** - Southeast Regional Director
- **Kristin Fong** - Northwest Regional Director
- **Patrick Edwards** – West Central Director
- **Brandi Harlow** – Northeast Regional Director
- **Kiley Ingersoll** – Southwest Regional Director
- **Drew Dietrich** – East Central Regional Director

12:00 p.m. Lunch Break – all participants will be muted

1:00 p.m. Re-convene Public Meeting

1:00 p.m. Operations Standing Committee – Committee Chair, Kathy Tomassi (Page 191)

- **Q3FY24 Financial Report** – Accounting Manager, Lyndsay Orr, CPA
 - **ACTION ITEM:** Consideration of acceptance of Q3FY24 Financial Report.
- **McGee Hearne & Paiz (MHP) Contract for FY25 & FY26 Audit Services** – Accounting Manager, Lyndsay Orr, CPA
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve McGee-Hearne & Paiz contract for FY25 & FY26 financial audits.
- **Salesforce Developer Contract**– Technology Solutions Manager, Ben Peterson
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to execute a one-year contract, upon successful reference checks, with selected vendor.
- **Leadership Wyoming Amendment** – Chief Operating Officer, Amy Grenfell
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve Leadership Wyoming Amendment to continue The (Wyoming) Academy services.



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1:30 p.m. Investments Standing Committee – Committee Chair, Mark Law (Page 202)

- **Basin Processing Business Succession Loan** – Loan Portfolio Manager, John Wendling
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve the Basin Processing Business Succession Loan.

- **Cheyenne Tile and Stone Business Succession Loan** – Loan Portfolio Manager, John Wendling
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve the Cheyenne Tile and Stone Business Succession Loan.

- **Moore Insulation Co., Inc Business Succession Loan** - Loan Portfolio Manager, John Wendling
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve the Moore Insulation Co Business Succession Loan.

- **Brandy Pettet Loan Charge-Off Request** – Loan Portfolio Manager, John Wendling
 - **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve charge-off request.

- **Review of Business Ready Community (BRC) Budget & Presentation of Applications Received*** – Grants Portfolio Manager, Noelle Reed

*A Roll Call Vote will be taken for each BRC Project after project presentations

BRC Applications Received February 1, 2024				
Applicant	Project	Type	Request	Staff Recommendation
Mountain View, Town of	Economic Development Comprehensive Master Plan	Planning Grant	\$ 75,000	\$ 75,000
Northern Arapaho Tribe	Wind River Indian Reservation Data Center Feasibility Study	Planning Grant	\$ 50,000	\$ 50,000
Ranchester, Town of	Economic Development Plan	Planning Grant	\$ 75,000	\$ 75,000
Wright, Town of	Economic Development Plan	Planning Grant	\$ 100,000	\$ 100,000
Total Requests			\$ 300,000	\$ 300,000
Total Available BRC Funding				\$ 49,895,244
Funds remaining if awarded				\$ 49,595,244

- **ACTION ITEM: Roll Call** for Town of Mountain View – BRC Project
 - Consideration of funding request for Town of Mountain View.



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- **ACTION ITEM: Roll Call** for Northern Arapaho Tribe – BRC Project
 - Consideration of funding request for Northern Arapaho Tribe.
- **ACTION ITEM: Roll Call** for Town of Ranchester – BRC Project
 - Consideration of funding request for Town of Ranchester.
- **ACTION ITEM: Roll Call** for Town of Wright – BRC Project
 - Consideration of funding request for Town of Wright.

Letters of Support for BRC Project begin on *(Page 251)*

3:00 p.m. Other Board Matters and Adjournment

- **Closing Remarks** Co-Chair, Erick Arens

Upcoming Meetings:

- **Next Meeting of State Loan and Investment Board (SLIB):** June 6, 2024
- **Standing Committees** will meet this quarter during the week of **August 26, 2024** (invites will be sent via Google Calendar next week):
 - **Operations Standing Committee** - Tuesday, August 27, 2024 @ 10 a.m.
 - **Strategy Execution Standing Committee** – Tuesday, August 27, 2024 @ 2 p.m.
 - **Investments Standing Committee** - Wednesday, August 28, 2024 @ 10 a.m.
 - **Services Standing Committee** - Thursday, August 29, 2024 @ 10 a.m.
- **Next Regular Meetings of this Board:**
 - September 10 & 11, 2024 – Laramie
 - (Tentative) December 10-11, 2024 – Virtual
 - (Tentative) February 25-26, 2025 - Cheyenne

Meeting Minutes for the February 22, 2023, Board of Directors meeting.

Board Members Present: Chuck Brown, Pam Thayer, Erin Moore, Derek Smith, Mark Law, Kathy Tomassi, Kim Devore, Erick Arens, Elaina Harvey, Joe Shaffer, Chuck Kenyon

Erin Moore-Absent 9:50a.m.-10:52p.m.

Virtual: Cindy Johnson

Staff Members Present: Josh Dorrell, Amy Grenfell, Sue Akey, Kari Kivisto, Ben Peterson, Drew Dietrich, Kylie Ingersoll, Kristin Fong, Brandi Harlow, Patrick Edwards, Lyndsay Orr, Katie O'Bryan, Elaina Zempel, Sarah Fitz-Gerald, Ron Gullberg, John Wendling, Rylan O'Bryan, David Carpenter, Daniel Bowcutt, Chava Case, John Jenks, Taylor Vignarolli, Amy Quick, Brandon Marshall, Wendy Lopez, Gordon Finnegan, Jill Tregemba, Chance Price, Kayla Kler,

Virtual: Kaley Holeyfield, Amber Power, and Heather Tupper.

Co-Chair Kathy Tomassi convened the public meeting at 8:03am.

Ms. Tomassi presented the consent agenda items for Board approval.

- [CA] Meeting Minutes for the December 13, 2023, Regular Meeting
- [CA] Quarterly Challenge Loan Report
- [CA] Quarterly SBIR Report
- [CA] Quarterly People and Performance Report

- **ACTION ITEM:** Consideration of approval of items included on Consent Agenda. Chuck Kenyon made a motion to approve, and Mark Law seconded with no further discussion. Motion carried unanimously. (Cindy Johnson was not present virtually for vote)

There were technical difficulties and part of the first twenty minutes of the board meeting were not recorded.

The Nominating committee presented the new chairs. Erick Arens will be the new co-chair, Mark Law will be the new vice president, Derek Smith will be the Secretary/Treasurer.

- **ACTION ITEM:** Consideration of approval of nominating committee recommendations. Pam Thayer made a motion to approve, and Kim Devore seconded with no further discussion. Motion carried unanimously. (Erin Moore was not present for vote)

Chief Executive Officer Josh Dorrell recognized team member anniversaries, new team members, co-chair Kathy Tomassi as the 2023 co-chair, and outgoing board members, Erin Moore, and Kim Devore.

Ms. Tomassi introduced Committee Chair Erick Arens for the Strategy Committee report. He introduced Chief Strategy Officer, Sarah Fitz-Gerald.

Strategic Partnerships Director Ron Gullberg discussed the progression of this legislative session. He stated that we are two weeks in with two weeks to go. A lot of the budget work has been taken care of and will see how all the amendments play out. He mentioned how important conversations are in the off season.

Strategic Communications Amy Quick shared the 2023 Annual Report. She stated it was a great report to put together and they kept the 25th anniversary in mind. The report highlights the partnerships, conversations, and collaborations across the state. There were some questions regarding the distribution list and how to get them to as many people as possible.

Ms. Fitz-Gerald presented the Building State Capabilities Contract with President and Fellows of Harvard College, on Behalf of the Harvard Kennedy School. She stated that the contract would be with Harvard, and it is distinct and different than the growth lab contract. The primary role is building capacities through training and learning. It will be comprised of eight teams of four to six members in each team. There will be three workshops with action learning in between. The budget is \$480,000 which will come from ARPA state revenue replacement funds.

- **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve Building State Capabilities Contract. Kim Devore made a motion to approve, and Chuck Brown seconded with no further discussion. Motion carried unanimously.

East Central Regional Director Drew Dietrich reported that even though their regions are geographically different, they have unifying themes. He reiterated that you learn by doing. There are bad and good experiences.

Northwest Regional Director Kristin Fong talked about the Meeteetse community center that broke ground. She is working on asking more questions and stated that it is about the kids. She has had a lot of conversations with local leaders and business owners to dig deep to understand the problems.

West Central Director Patrick Edwards discussed a \$50 million dollar EDA Reconnect Grant that would have a huge impact on for the eastern Shoshone and Northern Arapaho Tribes. If awarded it could provide construction of two cultural centers, infrastructure investments to expand eco-tourism, workplace development programs, enhancing a state-of-the-art health care system and development of a new indigenous governance model to ensure long-term economic success.

Northeast Regional Director Brandi Harlow stated that Sheridan is looking to put together an economic development response team. It would be comprised of the chamber, main street, county, and city that would feed the base of economic development. It is about everyone working together, and the same type of thing happened in Gillette. We had an assessment to action workshop. She further discussed more successes in her region.

Southwest Regional Director Kiley Ingersoll discussed the process of business recruitment, expansion, and retention. In January 2024, Rocky Mountain Power introduced an economic development tool to help with the process. It was a wonderful example of a system that took collaboration, teamwork, understanding the problem, and identifying potential solutions to see why assumptions were not being understood. She discussed the status of the Terra Power Project and that it has made Wyoming recognized as a nuclear friendly state.

Committee Chair Derek Smith introduced Lyndsay Orr, Accounting Manager to present the Q2FY24 financial report. Ms. Orr stated that we are just about through this 2023-2024 budget. Utilization of our generals came in at 51.3 percent. She said that at this time of the year we should be around 50 percent, so we are in good shape. That budgets that are high is because of the encumbrances we make at the beginning of the year to hold budget and we catch up through out the year. She reviewed each of the budgets including federal funding and ARPA.

- **ACTION ITEM:** Consideration of acceptance of Q2FY24 Financial Report. Pam Thayer made a motion to approve, and Elaine Harvey seconded with no further discussion. Motion carried unanimously.

Partner, Robert Dahill from McGee Hearne & Paiz, LLP reviewed the Financial Audit Report for FY23. He stated that the audit is broken into two pieces. They looked at the financial statements and the internal controls surrounding the control of monies, including federal funding. After reviewing the financial statements, they issued an unmodified opinion, which is the highest level of assurance that we can provide. It is the type of opinion you want to receive. In the course of performing the audit and reviewing the internal controls there were two items they felt needed to be recorded. One rose just simply by the dollar amount and needed to report it as a material weakness. The other one based on its dollar size we didn't need to report as a significant deficiency.

- **ACTION ITEM:** Consideration of acceptance of FY23 Audit Report. Chuck Kenyon made a motion to approve, and Erin Moore seconded with no further discussion. Motion carried unanimously.

Technology Solutions Manager Ben Peterson gave a report on Salesforce Development Update. Mr. Peterson discussed that we have been building over the years to utilize Salesforce for more as it is capable to do. We made changes to the applications that are received. He also mentioned the new Purchase Request function that he created as a centralized process for approving all purchases over \$500.

Mr. Peterson then requested approval for an amendment with Wave Interactive to request \$30,000 more funding to finish out the work in the contract.

- **ACTION ITEM:** Consideration of acceptance of staff recommendation to approve Wave Interactive Contract Amendment. Kim Devore made a motion to approve, and Chuck Brown seconded with no further discussion. Motion carried unanimously.

People and Performance Manager Chava Case gave the people and performance report. She emphasized the focus on people and all the work team members are accomplishing, it is not always about the organization chart. She also discussed the professional development stipends and the net promoter score that the team members attributed to in a recent survey.

- **ACTION ITEM:** Motion to convene from public meeting to executive session. Derek Smith made the motion, and Pam Thayer seconded.

Co-Chair Ms. Tomassi reconvened the public meeting and asked for a motion to consider the CEO Review recommendations from the Executive Session.

- **ACTION ITEM:** Consideration of CEO Review recommendations. Pam Thayer made a motion to approve, and Mark Law seconded.

Ms. Tomassi introduced Investments Committee Chair Kim Devore. Ms. Devore recognized Loan Portfolio Manager, John Wendling and his efforts with the Quarterly Loan Report.

Grants Portfolio Manager Noelle Reed reviewed the Cody Legacy Meats Memo. Cody experienced some stumbling blocks which prevented moving forward in a timely fashion, the tipping point was Cody's decision to voluntarily terminate the EDA funding that was awarded. They have terminated the project.

Funds for the project will be de-obligated and revert back to the ENDOW sub-account, which is where the grant money came from and then the BRC account where the loan money came from.

Ms. Reed presented the second memo, Cheyenne Project Bison Extension. She said that the memo came from the City of Cheyenne, they are requesting consideration to extend the grant agreement for the Microsoft Project Bison Managed Data Center cost reduction project. They were requesting a six month to one year extension due to construction and weather. The Investments Division is recommending approving a one-year extension.

- **ACTION ITEM:** Consideration of acceptance of Cheyenne Project Bison Extension. Derek Smith made a motion to approve, and Pam Thayer seconded, with no further discussion. The motion carried unanimously.

Ms. Reed stated we have two community readiness projects for review. Total requests equal about 6.27 million and recommending 5.5 million. We currently have 46.7million available in the BRC account. The first project is from the City of Casper. The City of Casper is requesting a five-million-dollar community readiness grant to complete the sanitary sewer system and stormwater system improvement to support the development to the North Platte River Park subdivision # 2 project. The development is 112 acres of vacant city-owned land located by Interstate 25. The proposed project would enable the city to leverage the planned Ford Wyoming Center and the BLM's National Historic Trails Interpretive Center.

There were several members of the public and City of Casper that expressed their support for the project.

- **ACTION ITEM:** Consideration of partial funding request for the City of Casper. Joe Shaffer made a motion to approve, and Chuck Brown seconded, with no further discussion. Motion carried unanimously. (Kim Devore abstained from the vote)

Ms. Reed discussed the second project, from Hot Spring County who are requesting a 1.27-million-dollar Community Readiness grant to prepare the former Hot Springs County Airport property for reuse. This is a 150-acre site located on a scenic butte adjacent to the golf course and State Park Trail System in Thermopolis. The staff recommendation is to fund the project for \$1,327,895. The land for the access road is approximately 31 acres and was recently purchased by the county commissioners. There has been a lot of support for this project through community support. There were several members of the public and members of Hot Springs County that expressed their support for the project. There was also discussion regarding the feasibility study.

- **ACTION ITEM:** Consideration of staff recommendation to fund the Hot Springs County Project. Chuck Kenyon made a motion to approve, and Elaine Harvey seconded, with no further discussion. Motion carried unanimously.

Equity Portfolio Manager Gordon Finnegan gave the update on WYVC Fund. He stated that we have reached our one-year mark. They have been able to gain a lot of reports using Salesforce. We have invested in six companies so far with Direct Strategy in the amount of \$9,072,000. Mr. Finnegan explained the difference between the Direct Strategy and Fund Strategy.

Ms. Tomassi handed it off to Committee Chair Mark Law for the Services Standing Committee.

Services Director Brandon Marshall gave the Services Team update. He stated they are going around the world to make sure they are doing the right things and building the connections. He mentioned that the services committee have four things they are requesting action on.

Business Recruitment Manager Wendy Lopez discussed the Warehouse Twenty One Contract Amendment. The Amendment is needed to extend the terms of the contract. She shared a video that Warehouse Twenty One had put together.

- **ACTION ITEM:** Consideration of staff recommendation to approve Warehouse Twenty One Contract Amendment. Pam Thayer made a motion to approve, and Chuck Kenyon seconded, with no further discussion. Motion carried unanimously.

Business Recruitment Manager Wendy Lopez reviewed the Insite Consulting Contract. She stated that we have been doing great work with them so far and would like to extend it, and create a new contract for \$200,000 that will expire on March 31, 2025.

- **ACTION ITEM:** Consideration of staff recommendation to approve Insite Consulting Contract. Elaine Harvey made a motion to approve, and Erik Arens seconded, with no further discussion. Motion carried unanimously.

Entrepreneur Development Manager Taylor Vignaroli gave an update on the Kickstart Rules. He explained why the Board is seeing these for a second time. This would be to amend the current Kickstart Rules.

- **ACTION ITEM:** Consideration of acceptance of Proposed Rule Changes for Kickstart Rules. Kim Devore made a motion to approve, and Derek Smith seconded, with no further discussion. Motion carried unanimously.

Broadband Manager Elaina Zempel reviewed the CTC Technology Challenge Portal Contract. The request came from NTIA and that there is another funding opportunity. The Challenge Process was in their guidelines, and we already had the funding dollars for that process. With this we will accept the map challenges and the applications.

- **ACTION ITEM:** Consideration of staff recommendation to approve CTC Technology Challenge Portal Contract. Joe Schaeffer made a motion to approve, and Derek Smith seconded, with no further discussion. Motion carried unanimously.

Co-Chair Ms. Tomassi went over future meeting dates for the Board of Directors and SLIB. She requested a motion to adjourn the meeting. Mark Law made the motion to adjourn and Derek Smith seconded.

Respectfully Submitted

Kari Kivisto, Agency Services Manager

Derek Smith, Committee Chair



LEADING ECONOMIC GROWTH • BUILDING RESILIENT COMMUNITIES • CREATING OPPORTUNITIES



WHO WE ARE

We are a diverse team of people across the entire state of Wyoming, working together to create new opportunities for current and future generations of Wyomingites.

Our vision is to create diverse, broad, and lasting growth so that Wyoming can prosper no matter the economic climate or status of individual sectors.



WYOMING'S ECONOMIC DEVELOPMENT STRATEGY

Our Big Problem: The composition of economic activities in Wyoming is not positioned to sustain a high quality of life across all parts of the state.

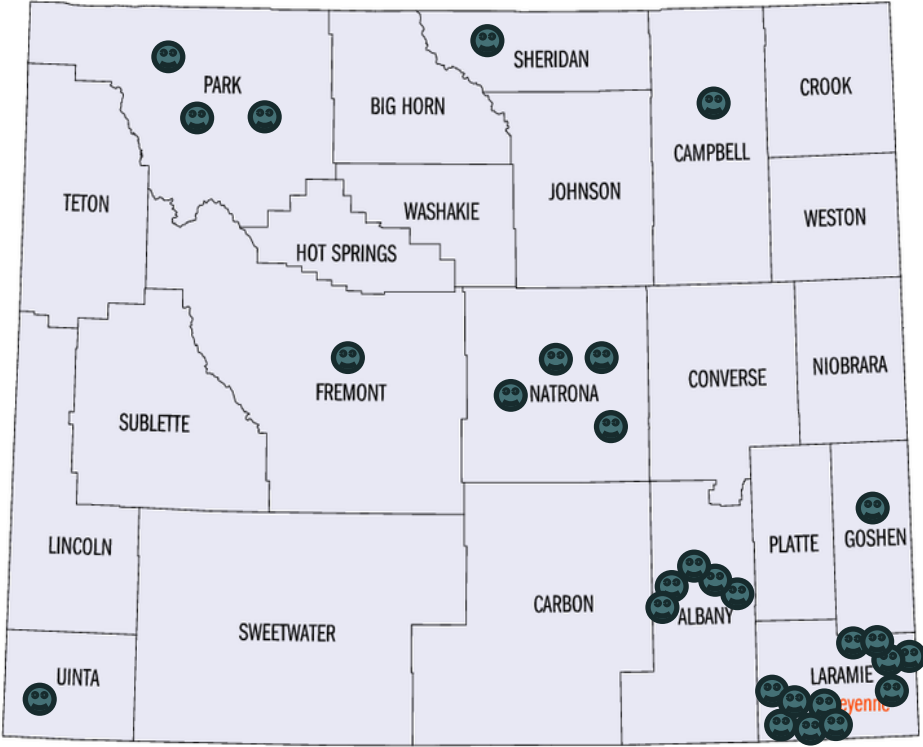
Through leadership, policy and investments, the Wyoming Business Council builds resilient statewide systems and teams to solve the most important barriers to economic growth.





BUILDING RESILIENT STATEWIDE SYSTEMS AND TEAMS

PEOPLE ALIGNED WITH A PURPOSE



This Photo by Unknown Author is licensed under [CC BY-SA](https://creativecommons.org/licenses/by-sa/4.0/)

A TEAM OF 40
 Building a team of
 thousands.



PEOPLE: CELEBRATIONS



RON GULLBERG

10 YEARS



KAYLA KLER

7 YEARS



LYNDSAY ORR

6 YEARS



JILL TREGEMBA

4 YEARS



BERT ADAM

4 YEARS



JOHN WENDLING

4 YEARS



KARI KIVISTO

2 YEARS



DAVID CARPENTER

1 YEAR



PEOPLE: FAREWELLS



ELAINA ZEMPEL

BROADBAND

16 YEARS



SUE AKEY

AGENCY SERVICES

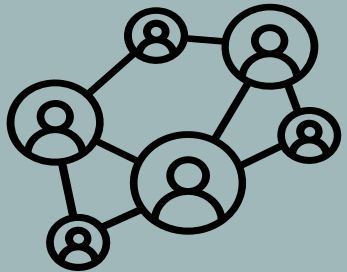
5 YEARS



PEOPLE: BUILDING THE TEAM



ENTREPRENEUR SERVICES:
STARTUP GRANTS



REGIONAL SERVICES
SOUTHEAST WY



BROADBAND



OPERATIONS



INTERNS
ENTREPRENEURIAL
DEVELOPMENT
SOCIAL RESEARCH



PERFORMANCE: A LEARNING ORGANIZATION

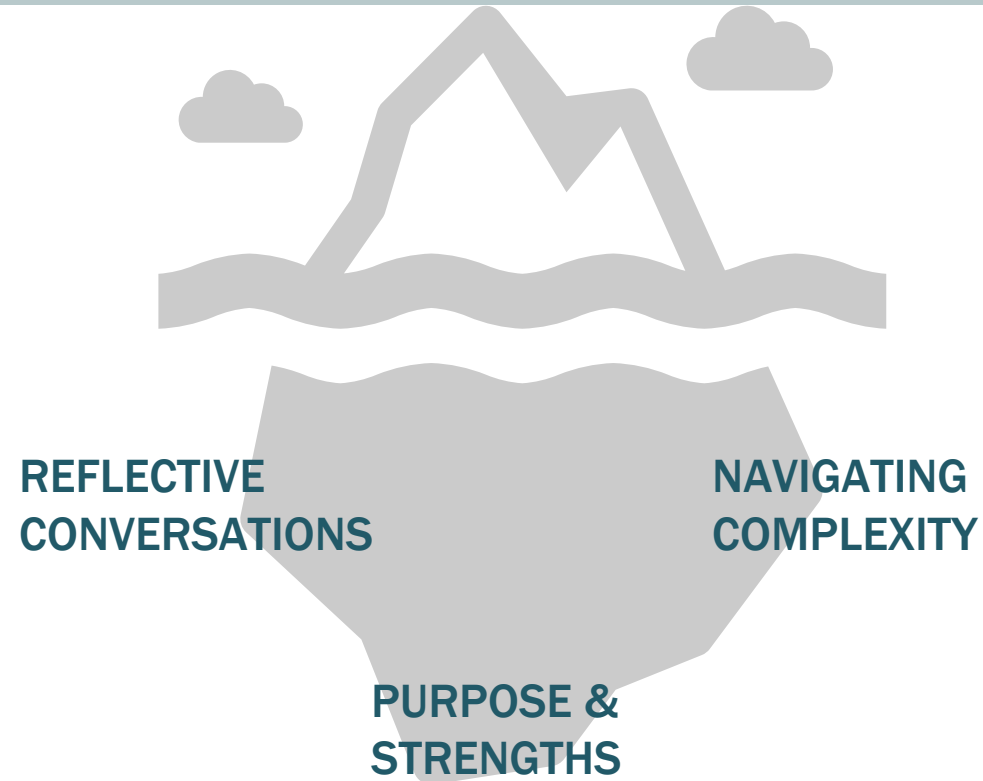




ENLIGHTENMENT SERIES

EXPERIENCE & REFLECTION

PROFESSIONAL DEVELOPMENT STIPENDS



- THING BIG
- HOW DO YOU WANT TO GROW?
- WHY IS IT IMPORTANT TO YOU?
- WHAT VALUE DO YOU BELIEVE IT WILL ADD?



OUTCOMES?

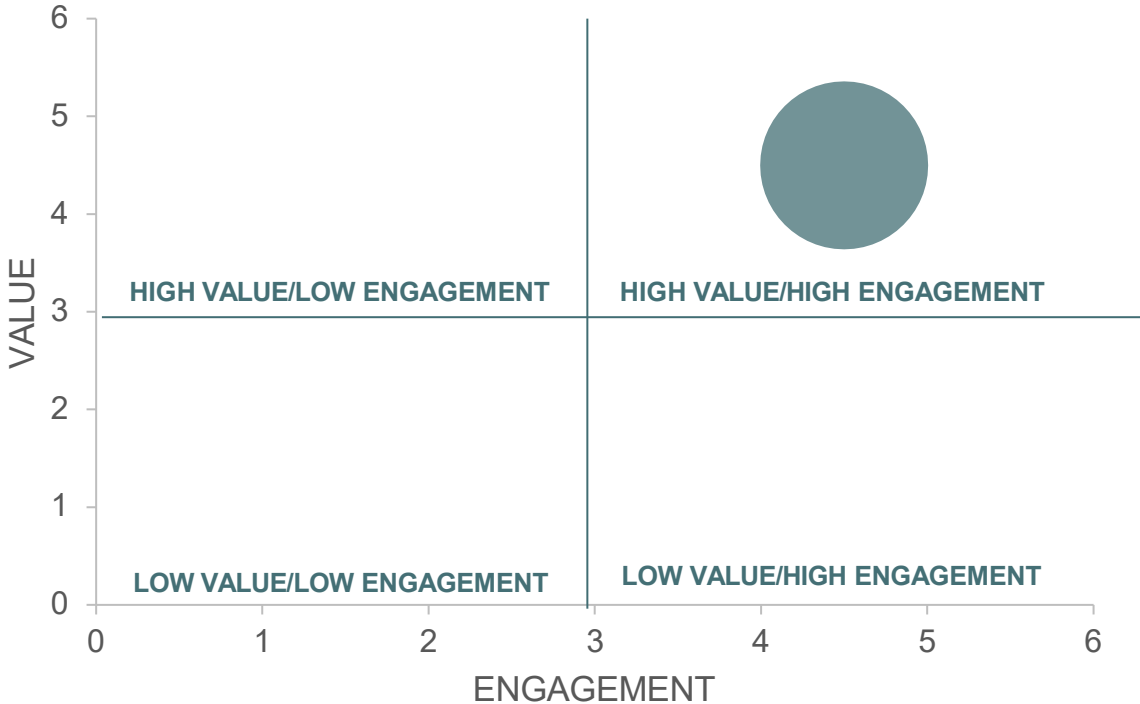


EVALUATING OUR EFFORTS

eNPS (EMPLOYEE NET PROMOTER SCORE)



PERFORMANCE



Chava Case, People &
Performance

Chava.case@wyo.gov





SBIR Quarterly Report

Q4-FY24

Executive Summary

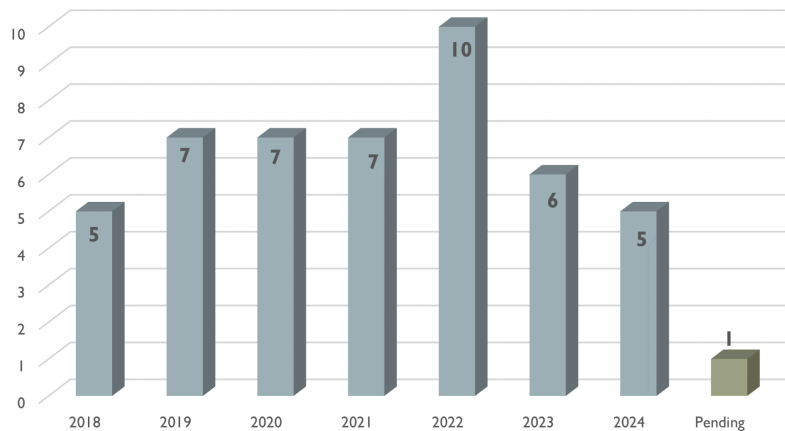
The Small Business Innovation Research (SBIR) program is a U.S. government program, coordinated by the Small Business Administration (SBA), intended to help certain small businesses conduct research and development (R&D). The aim is to spur technological innovation and to encourage the commercialization of the technology, product, or service, which, in turn, can stimulate the U.S. economy.

The Wyoming SBIR Matching grant has supported these innovation-driven companies since 2018 with the goal of further spurring economic development and diversification within state borders through matching federal grants with state funds. From 2018 through 2023, our program leveraged just over \$20.7M in federal investment creating 173 high-paying jobs in Wyoming, with a median wage of \$51/hr. As the companies that we support through this program continue to mature, their potential for creating additional high-paying jobs also grows.

SBIR Grant Lifetime Performance

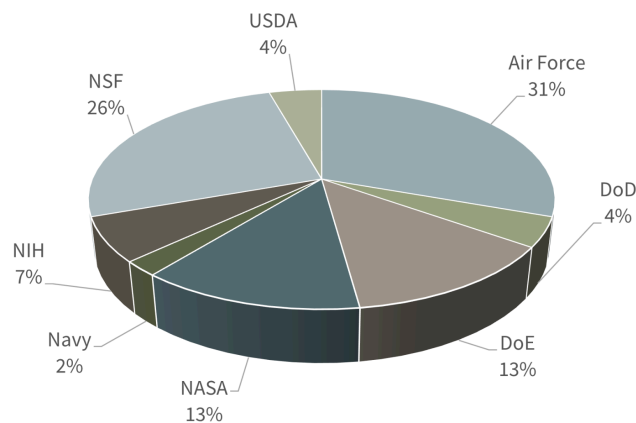
Looking at historical trends in the State SBIR Matching Grant program we see that there has been sustained program utilization and an overall increase in use over time, although relatively slow growth. While we approved one fewer application in 2023 than we did on average for the previous several years of the program, we have already approved 5 for the calendar year 2024, anticipating at least one more for the fiscal year and several more for the calendar year.

**SBIR Matching Grants:
Funded Applications by Calendar Year**



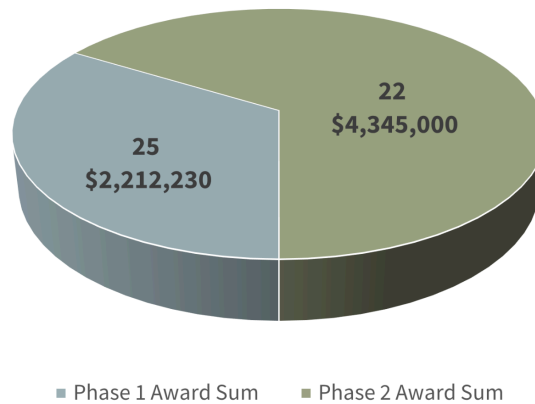
With respect to our SBIR matching grants at the federal level, we observe that a significant percentage of our Wyoming grants are in collaboration with the Air Force (AFWERX), NSF, and NASA. Given the participation of Aerospace and Defence companies and the Air Force's new Space Force division, we anticipate this strong partnership with Wyoming companies to continue.

**SBIR Matching Grants:
Federal Granting Agency Over Program Life**



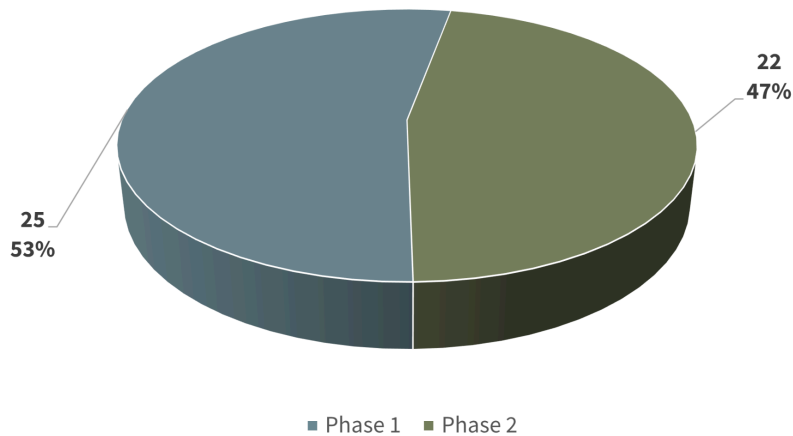
A total of 47 matching grants have been awarded since the program's inception. Of those grants, 25 have been awarded to Phase I projects and the other 22 have been issued to match Phase II projects. While the majority of grants have been awarded to Phase I projects, the largest amount of funds distributed have gone to those fewer occurring Phase II projects as a result of our awards maxing out at \$200K with Phase I awards max out at \$100K.

SBIR Matching Award Amounts By Phase: Lifetime of Matching Grant



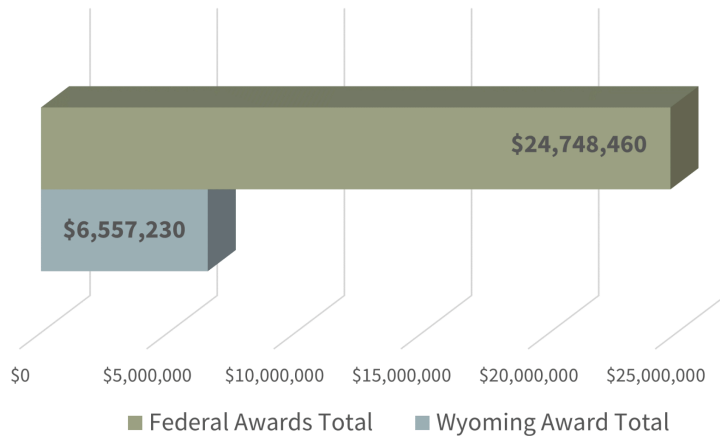
Although the vast majority of SBIR applications have traditionally comprised Phase I projects, we have observed a shift in trend towards a more even distribution of Phase I to Phase II applications. – this is likely a dynamic of early-stage companies moving through the SBIR pipeline from Phase I to Phase II. Since the program's inception, 53% of awarded applications have been Phase I grants.

SBIR Award Count: Lifetime of Wyoming Matching Grant



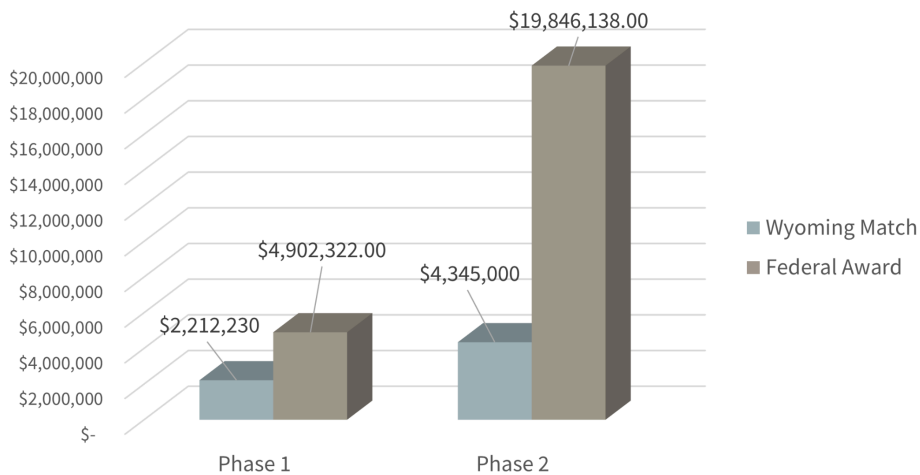
Thanks to the matching framework of the SBIR program, we can effectively harness federal funds. By reviewing the program's history, we can analyze the cumulative impact of our state's funds in tandem with federal allocations to gauge the economic benefit brought to our state. To this point, our matching program has awarded just shy of \$6.55M in non-dilutive financing. In contrast, federal contributions have surpassed \$24.7M in non-dilutive grants. This results in a leverage ratio of 0.26 to 1 for our state, meaning for every 26 cents contributed by Wyoming, it's matched with a federal dollar.

SBIR Matching Grant: Lifetime Awards By Fund



When examining the allocations by Phase, it becomes evident that our leverage ratio escalates from Phase I to Phase II suggesting that our initial investments in Phase I companies hold promising potential for more favorable outcomes in the long run.

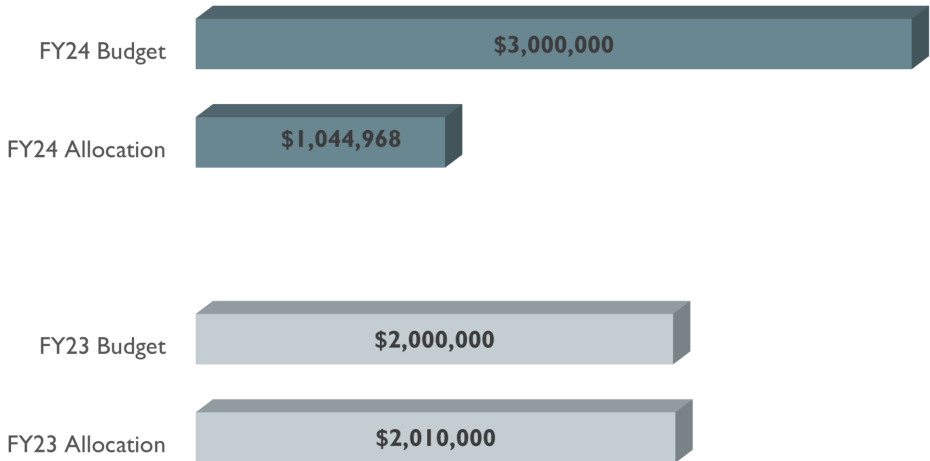
SBIR Matching Awards: State and Federal Awards



Fiscal Year 2023 and 2024

As we look to close out fiscal year 2024, we have awarded matching grants totaling \$1,044,968 — this will be spent against our FY24 budget of \$3M. While we have seen a slight downturn in grants being awarded for this fiscal year, we are seeing an overall growth in program utilization since the program’s inception. In the upcoming biennium we plan to explore options for expanding the SBIR program to encourage additional commercialization efforts as well as a best-in-class program offering specifically aimed at being used to help our business retention, expansion, and recruitment efforts.

SBIR Matching Grant: FY23-FY24 Grant Allocation





BUSINESS COUNCIL

214 W. 15th Street
Cheyenne, WY 82002
Tel: (307) 777-2800 Fax: (307) 777-2838
www.wyomingbusiness.org

Memorandum

To: Wyoming Business Council Board of Directors
From: Investments Team
Subject: Challenge Loan Reporting Requirements
Date: May 8, 2024

1. **Past Due Report.** Challenge Loan Policy requires quarterly reporting of all loans 30 days or more past due.

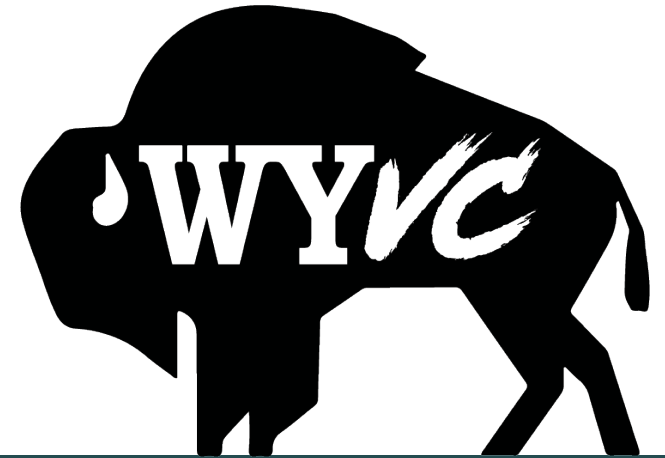
There is (1) past due payments as of March 31, 2024:

Hay Growers:

- **David Walker** – The WBC spoke with in August of 2023, but we have been unable to reach him since. We will continue to monitor and attempt to contact Mr. Walker. The amount past due as of March 31, 2024 is \$9,255.48 (2 Annual payments plus \$462.77 late charge); loan balance is \$31,191.35
2. **Loan Loss Reserve Analysis.** Challenge Loan Policy requires a review of all loans that are delinquent (over 30 days past due) and a specific reserve will be allocated if the review warrants. There will be an additional unallocated reserve of one-half of one percent of the total portfolio balance.
 - The reserve is adequate with a balance of **\$741,500**. The allocation includes a 10% loan loss reserve for the Economic Disaster Loans originated, plus 0.5% of the total loan portfolio. The reserve does include a full allowance for Brandy Pettet (\$20,438.26), and David Walker (\$31,191.35).
 - The resulting available fund balance in the Economic Development Fund is **\$14,077,507**.
 3. **Charge off balances.**
 - See attached Brandy Pettet charge off memo
 4. **Other News.**
 - **There are currently 88 active loans totaling \$10,216,770.**
 - **Audit was completed and WBC is still waiting on final report, Due to WBC by May 1st.**

Staff Recommendation:

- **Staff recommends acceptance of this report.**



WYVC UPDATE



2Q24 BOD Meeting

INVESTMENT PORTFOLIO



DIRECT STRATEGY

Company Name	Investment Date	Total Invested
Language IO	Jul-23	\$3,000,000
Frontline Wildfire Defense	Jul-23	\$1,872,000
Remo	Jul-23	\$1,750,000
Portfolio Company 4	Nov-23	\$250,000
Mia Share	Nov-23	\$600,000
DISA	Dec-23	\$1,600,000
DIRECT TOTAL		\$9,072,000

Tranche 1	
Deployable	\$18,308,400
\$ Deployed	\$9,450,000
% Deployed	51.6%

LOI TRACKER



DIRECT STRATEGY

Company Name	Funding Round	Round Size	Requested	LOI \$	LOI %	Signed Date	Exp. Date
Airloom Energy	Series A	\$15,000,000	\$3,000,000	\$3,000,000	20%	12/2/2023	3/31/2024
Frontline Wildfire Defense	Series A	\$6,000,000	\$3,000,000	\$128,000	NA	NA	NA
Eye to Eye Telehealth	Seed	\$2,500,000	\$1,250,000	\$250,000	NA	NA	NA
DIRECT TOTAL				\$3,378,000			

FUND STRATEGY

Fund Name	Fund Number	Fund Size	Requested	LOI \$	LOI %	Signed Date	Exp. Date
Rockies Wyoming Fund	I	\$10,000,000	\$5,000,000	\$5,000,000	50%	6/12/2023	10/10/2023
WYO VC	I	\$10,000,000	\$5,000,000	\$5,000,000	50%	6/12/2023	10/10/2023
gener8tor WY	I	\$10,000,000	\$5,000,000	\$2,000,000	33%	8/1/2023	11/29/2023
Breakthrough Venture Capital	I	\$12,000,000	\$5,000,000	\$5,000,000	NA	NA	NA
FUND TOTAL				\$17,000,000			

TOTAL Outstanding

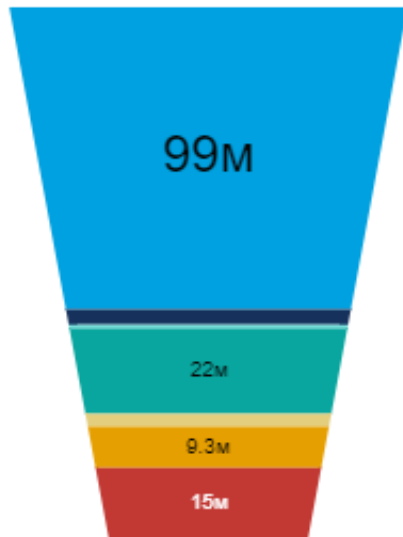
\$20,378,000

Tranche 2 will likely be called following ~\$6M of additional WYVC direct investments and/or fund commitments

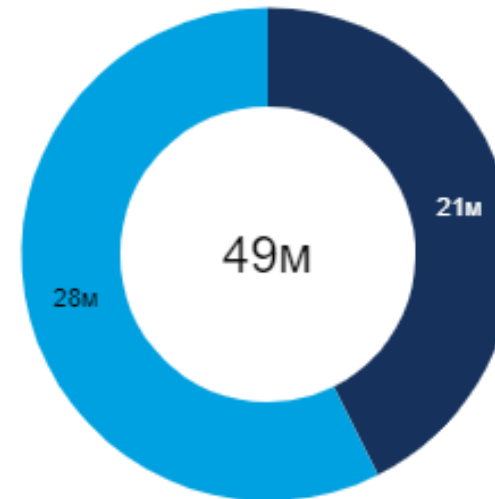
KEY APPLICATION METRICS



APPLICATION PIPELINE



ACTIVE CONSIDERATIONS



Status ■ Declined ■ Draft ■ Submitted ■ Under Review ■ Terms Negotiation ■ Approved ■ Paid Request type ● Wyoming Venture Direct ● Wyoming Venture Fund

	Q3	Q4	Q1	4/19/24
Total Applications	62	67	76	77
Total Funding Requested	\$132,625,000	\$147,200,000	\$152,625,000	\$152,750,000
Financing Rounds Total	\$324,625,000	\$354,225,000	\$379,825,000	\$390,000,000
Average Funds Requested	\$2,150,000	\$2,100,000	\$2,010,000	\$2,000,000
Average Financing Round	\$5,225,000	\$5,075,000	\$5,000,000	\$5,050,000

**REAL PROPERTY LEASE BETWEEN
WYOMING BUSINESS COUNCIL
AND
BECKER BUILDING, LLC**

1. **Parties.** This Lease Agreement is entered into and between the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne WY 82001, and Becker Building, LLC (Lessor), whose address is: 2515 Warren Ave, Cheyenne WY 82001.

2. **Purpose of Lease.**

A. Lessor is the sole owner of the property described below, and desires to lease a designated portion of the property to Council for government business purposes. For consideration, Lessor hereby leases to Council a designated portion of its property located in the County of Laramie, State of Wyoming, and more particularly described as follows:

The Becker Hotel, at a total of seven thousand eight hundred fourteen (7,814) square footage, located at 214 W15th St, Cheyenne, Wyoming 82001 (the “Premises”), and eight (8) parking spaces located at Carey Ave and 15th St.

B. The parties desire to enter into this Lease defining their rights, duties, and liabilities relating to the lease of the Premises. The Effective Date of this Lease shall be July 1, 2024, or the date on which the last required signature is affixed hereto, whichever is later.

D. Lessor covenants and warrants that no encumbrances exist on the Premises which could affect Council’s use of the Premises.

3. **Term of Lease.**

A. Lessor leases the above Premises for a term of four (4) years, commencing July 1, 2024 (Commencement Date) and terminating June 30, 2028, or sooner as provided herein (Termination Date). This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and authorized representatives of the Council and approved as to form by the Office of the Wyoming Attorney General, approved by the Governor or his designee if required by Wyo. Stat. § 9-2-3204(b)(iv)(D), and approved by the Administrator if required by Wyo. Stat. § 9-2-3204(b)(xix)(A). This Lease may be extended under the same terms and conditions by mutual written agreement of the parties to this Lease.

B. If Council, upon mutual agreement with the Lessor, occupies the Premises prior to the Commencement Date, rent will commence at the time of such early occupancy and shall be prorated based on the number of days in the month of early occupancy, subject to the availability of government funds. The Termination Date shall remain the same.

C. If, for any reason, Lessor cannot deliver possession of the Premises to the Council by the Commencement Date, Council shall not, except as otherwise provided herein, be obligated

to pay rent or perform any other obligation of Council under the terms of this Lease until Lessor delivers possession of the Premises to the Council. In the event of such delayed possession, the term of the Lease shall commence on the date the Council takes possession of the Premises and rent shall be reduced on a per diem basis.

4. Rent Payment.

The rent to be paid by Council to Lessor shall be as follows:

Table 1: Payment Schedule

	Period	Amount (written)	Amount Per Month	Due
1	July 1, 2024 to June 30, 2025	\$144,726.42	\$12,060.54	1 st of Every Month
2	July 1, 2025 to June 30, 2026	\$144,726.42	\$12,060.54	1 st of Every Month
3	July 1, 2026 to June 30, 2027	\$148,953.01	\$12,412.75	1 st of Every Month
4	July 1, 2027 to June 30, 2028	\$148,953.01	\$12,412.75	1 st of Every Month

Rent shall be due upon receipt of invoice from Lessor and shall be paid within forty-five (45) days of receipt of invoice pursuant to Wyo. Stat. § 16-6-602.

5. Responsibilities of Lessor.

- A. Quiet Enjoyment.** Lessor warrants that Council shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Council pays the rent, and otherwise performs the terms and conditions imposed on Council.
- B. Taxes.** Lessor shall pay all real property taxes, assessments, or other governmental charges that may become due in connection with this Lease or that may be imposed upon the Premises in connection with the operation and maintenance of the Premises.
- C. Compliance with Law.** Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements, and orders of duly constituted public authorities now or hereafter in any manner affecting the Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same. The Premises shall meet all current applicable code requirements, including but not limited to fire and life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

6. **Responsibilities of Council.**

- A. **Access to Premises.** Council shall permit Lessor or its agents to enter the portion of the Premises occupied by Council at all reasonable hours to inspect the Premises or make repairs, provided Council's use of the Premises shall not be unreasonably impaired.
- B. **Non-assignment.** Neither Council nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, except as otherwise set forth herein.
- C. **Surrender of Possession.** Upon termination of the Lease, Council shall peaceably and quietly surrender and deliver the Premises to Lessor, including all buildings, additions, and improvements constructed or placed thereon by Council in the same condition as they were received at the Commencement Date, with the exception of reasonable wear and tear arising from Council's use of the property for government business. Council shall maintain ownership of and may remove all moveable trade fixtures and cubicles supplied by Council. The Premises shall be free of sub-Councils on the Termination Date.
- D. **Utilities.** In the event that no other lessees or users are located on or using the Premises, all applications and connections for necessary utility services on the Premises shall be made in the name of the Council only, and the Council shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, telephone, snow removal, garbage and janitorial service.

7. **Special Provisions.**

A. **Alterations, Additions and Improvements.**

- (i) Council may, with the Lessor's prior written approval and at Council's own expense, at any time during the lease term, make nonstructural alterations, additions, or improvements in and to the Premises. Tenant Improvements are those improvements made by the Council to benefit Council's use of the Premises and may include adding cubicles, and modifying doorways to install security devices or locks. No structural or substantial portion of the Premises shall be demolished or removed by Council without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.
- (ii) Tenant Improvements shall only occur for purposes of Council's use of the Premises and not for general upgrade of the Premises or other aspects of the building or site upon and within which the leased Premises are located. Tenant Improvements are not intended to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical or plumbing up to code, and all such improvements to the property to comply with applicable building codes, the ADA,

or to otherwise make the building and property useable for the purposes of this Lease, are the responsibility of Lessor and shall be completed in advance of the commencement of this Lease.

- (iii) No alterations, additions, or improvements requested by the agency occupying the Premises shall be undertaken without the express written consent of Lessor and Council. Council shall make the occupant agency aware of this provision and require the occupant agency to communicate any requests to Council. Lessor shall notify Council of any direct communications it receives from the occupant agency.
- (iv) All alterations, additions, and improvements on or in the Premises at the Commencement Date or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures and cubicles installed by Council shall remain the property of Council.

B. Condition of Premises.

- (i) **Council:** Council has examined and knows the condition of the Premises to be leased.
- (ii) **Lessor:** Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination, hazardous conditions, or structural defects that may cause a safety issue. In the event Lessor fails to disclose any known contamination, hazardous conditions, or structural defects, Lessor shall have thirty (30) days to cure the defect(s) or agree on a written plan to cure said defects with Council. If defects are not addressed, Council may immediately terminate this Lease or withhold rent.

C. Destruction of Premises.

- (i) **Partial or Substantial Destruction.** In the event of partial destruction of the Premises, Council shall be entitled to a proportionate reduction of rent while repairs are being made by Lessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Council. If the Premises are damaged by fire or other casualty which, in the opinion of Council, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Council. Lessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Council.
 - a) **Repair.** Council and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

- (1) Damage to be repaired by either Lessor or Council;

- (2) Damage that will not be repaired; and
 - (3) The dates by which either Lessor or Council shall complete repairs.
- b) **Failure to Repair.** If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Council and Lessor, this Lease may be terminated or rent withheld by Council.
- (ii) **Total Destruction.** In the event of destruction of the Premises to such an extent that Council, in the opinion of Council, can no longer use the Premises, Council or Lessor shall be entitled to immediately terminate this Lease, and Council shall be entitled to withhold rent. In the event of termination, all pre-paid rents shall be promptly returned to Council.

D. Insurance.

- (i) **Lessor:** During the term of this Lease and for any further time that Lessor shall hold the Premises, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire. In addition, Lessor shall provide Commercial General Liability Insurance in the minimum amounts listed below.
- (a) **Commercial General Liability Insurance.** Lessor shall provide coverage, during the entire term of the Lease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (ii) **Council:** During the term of this Lease and for any further time that the Council shall hold the Premises, Council shall provide coverage through its commercial insurance program for personal property kept at the Premises. The Council shall be self-insured for liability through the State Self Insurance Program (SSIP), subject to the procedural and substantive limitations of the Wyoming Governmental Claims Act and all other applicable law.

E. Maintenance and Repair.

- (i) Lessor, at its expense, shall be responsible at all times for maintaining and keeping in good repair, and replacing if necessary, all structural components of the property, building, and grounds thereof, including the roof, exterior walls, and floors of the Premises. Lessor shall be responsible for any costs associated with keeping in good repair all of the major building operating systems on the Premises, including, but

not limited to, electrical systems, heating, ventilation, air conditioning systems, sanitary sewer service lines, plumbing systems and lines, hot and cold water lines within the building, and restroom fixtures, but excluding all walls, light bulbs, and interior doors. Additionally, Lessor shall be responsible for any costs associated with keeping in good repair the exterior of the Building, including, but not limited to, the parking area. Except as otherwise provided in this Lease, Lessor shall not be responsible for any damage caused by Council, the occupant agency, or its employees, agents, servants, invitees, contractors or subcontractors.

- (ii) Council shall not be responsible for maintenance or repair of the Premises, but shall in good faith endeavor to utilize the Premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Lessor.

F. Easements, Contracts, or Encumbrances. The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation and enforcement of this Lease 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 Lease as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Lease Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party. The Lessor shall not use this Lease for collateral for any financial obligation without the prior written permission of the Council.

D. 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 the continuance of this Lease, this Lease may be terminated by the Council at the end of the period for which the funds are available. Council shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Council in the event this provision is exercised, and Council shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

- E. Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- F. Entirety of Lease.** This Lease, consisting of eleven (11) pages, constitutes the entire Lease agreement between the parties and supersedes all prior negotiations, representations or contracts, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Lease 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.
- H. Indemnification.** The Lessor shall release, indemnify, and hold harmless the State of Wyoming and 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: i) any pre-existing conditions in the Premises, ii) Lessor's non-disclosure of known contamination or hazardous conditions, or iii) Lessor's failure to perform, negligence, or other tortious conduct in performing any of Lessor's duties and obligations under this Lease.
- I. Independent Contractor.** The Lessor shall function as an independent contractor for the purposes of this Lease and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Lease, the Lessor shall be free from control or direction over the details of the performance of any services under this Lease. The Lessor shall assume sole responsibility for any debts or liabilities that may be incurred by the Lessor in fulfilling the terms of this Lease and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Lease. Nothing in this Lease shall be interpreted as authorizing the Lessor 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 Lessor 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 Lessor or the Lessor's agents or employees as a result of this Lease.
- J. Nondiscrimination.** The Lessor 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 Lease.

K. Notice. All notices regarding termination or breach of contract shall be in writing. Communication regarding routine janitorial, maintenance, or repairs may be by telephone or email. With the exception of emergency communication regarding the safety or security of the building occupants, all such communication and notices shall be between the Lessor and Council. Each notice for breach or termination shall be sent by registered or certified mail, postage prepaid and return receipt requested. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

i) Lessor's contact information is:

Becker Building, LLC
Tyler Garrett, Owner
2515 Warren Ave, Suite 500
Cheyenne, WY 82001
Email: Tgarrett@hkwyolaw.com

ii) Council's contact information is:

Wyoming Business Council
Kari Kivisto
Agency Services Manager
214 W 15th Street
Cheyenne, Wyoming 82002
Email: kari.kivisto2@wyo.gov

iii) In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing.

L. 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 Lease, and specifically retain immunity and all 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. 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 Lease 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.

- M. Successors and Assigns.** This Lease and the terms and conditions herein apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.
- N. Termination.** Council may terminate this Lease immediately for cause if Lessor breaches any provision of this Lease. Council shall provide written notice of the breach to Lessor and Lessor shall have five (5) calendar days, or a mutually agreeable longer period, to cure the breach. In addition to any termination for cause provided herein, Council may terminate this Lease without cause upon one hundred twenty (120) days written notice. In the event that Council should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents shall be promptly refunded to Council. Occupation of the Premises by Council for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.
- O. 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 Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Lease.
- Q. Unlawful or Ultrahazardous Activity.** Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Council agrees to use the Premises in full compliance with all federal, state, and local laws, ordinances, rules, and regulations.
- R. Waiver.** The failure by Lessor or Council to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any prior or subsequent breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.
- S. Wyoming State Government Nonsmoking Policy.** Smoking is defined as a lighted cigar, cigarette, pipe or other lighted tobacco product or use of a vaporizer or e-cigarette. Smoking is prohibited in the building and within fifteen (15) feet of building entrances, open windows and air intake ducts. This policy shall apply to all building space leased by the state for the conduct of state business. Council shall use its best efforts to ensure the smoking policy is enforced on the Premises both inside and outside the building.

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9. **Signatures.** The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

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

COUNCIL:

Wyoming Business Council

Joshua J. Dorrell, Chief Executive Officer

Date

Amy L. Grenfell, Chief Operating Officer

Date

LESSOR:

Becker Building, LLC

Tyler Garrett, Owner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
LITTLE JOE COMPANY**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15th St. Cheyenne, WY 82002, and Little Joe Company (Contractor), whose address is: 1101 Logan Ave, Cheyenne, WY 82001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide custodial and ice/snow removal services.
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 June 30, 2026. 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, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed thirty-one thousand, thirty-two dollars (\$31,032.00). Payment shall be made monthly. 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. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A, Scope of Work.
6. **Responsibilities of Council.** The Council agrees to:

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

7. **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 books, documents, papers, electronic data, and records 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

all 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 in the performance of this Contract.
- I. Confidentiality of Information.** 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 the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages, and Attachment A, Scope or Work, consisting of two (2) 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.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** 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 arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.

- 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. 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.
- Q. 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.
- R. 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.
- S. 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 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. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.

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.

- (a) \$2,000,000.00 each occurrence; and
- (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- W. 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, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.
- X. 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.
- Y. 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. 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.
- Z. 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.
- AA. 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.

- BB. 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.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. 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.
- FF. 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.

COUNCIL:

Wyoming Business Council

Joshua J. Dorrell, Chief Executive Officer

Date

Amy L. Grenfell, Chief Operating Officer

Date

CONTRACTOR:

Little Joe Company

Justin Davis, Owner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
UNIVERSITY OF WYOMING**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82002, and the University of Wyoming (University), whose address is: 1000 East University Avenue, Laramie, WY 82071.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the University shall operate and administer the programs known as Manufacturing-Works (M-W).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2024 through June 30, 2026. 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 University for the services described in Attachment and at rates set forth in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one million, four hundred thirteen thousand, eight hundred dollars (\$1,413,800.00) Payment shall be made upon submission of itemized quarterly invoices in accordance with the requirements set forth in Attachment A. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. University 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 University 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 University performs its duties and responsibilities to the satisfaction of Council.
 - C. Except as otherwise provided in this Contract, the University shall pay all costs and expenses, including travel, incurred by the University or on its behalf in connection with the University's performance and compliance with all of the University's obligations under this Contract.
5. **Responsibilities of University.** The University agrees to:

- A. Operate and administer Manufacturing-Works in accordance with Attachments A.
- B. Maintain sufficient physical space, regional centers, professional staff, and consulting capacity to aid business development efforts throughout the state.
- C. Provide one (1) comprehensive Manufacturing-Works performance report to the Council by August 30 of each year of this Contract. The report shall reflect performance during the previous fiscal year.
- D. Provide the Council on an annual basis all program-specific progress reports submitted to the federal funders for the operations of Manufacturing-Works.
- E. Report to the Council relevant University-supported activities pertaining to business development and assistance.
- F. Acknowledge Council's contributions to Manufacturing-Works in marketing materials.

6. **Responsibilities of Council.** The Council agrees to:

- A. Pay University in accordance with Section 4 above.
- B. Report all relevant Council-supported activities pertaining to business development and assistance to University's Vice President of Research and Economic Development.
- C. To the extent permitted by the Wyoming Public Records Act and other applicable law, hold in confidence information on University's clients that may be submitted to Council as part of the University's reporting obligations under this agreement, and recognize the sensitive nature of proprietary client information.
- D. Coordinate networking sessions between Council staff and Small Business Development Center employees to build stronger partnerships.
- E. Acknowledge University's contributions to the Small Business Development Center in marketing materials.

7. **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 University 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 books, documents, papers, electronic data, and records of the University 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 University 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 University shall cooperate fully with other contractors and the Council in all such cases.
- G. Compliance with Laws.** The University shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. 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 University in the performance of this Contract shall be kept confidential by the University unless written permission is granted by the Council for its release. If and when the University receives a request for information subject to this Contract, the University shall notify the Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Council.
- I. Entirety of Contract.** This Contract, consisting of seven (7) pages; Attachment A, Scope of Work, consisting of one (1) page, 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.

- J. Ethics.** The University 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 University's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.
- L. 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.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The University 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 University shall be free from control or direction over the details of the performance of services under this Contract. The University shall assume sole responsibility for any debts or liabilities that may be incurred by the University 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 University 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 University 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 University or the University's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The University 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.
- 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. 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 University in the performance of this Contract. Upon termination of services, for any reason, University 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.
- R. Patent or Copyright Protection.** The University 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 University or its subcontractors will violate any such restriction. The University shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. 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).
- T. Insurance Requirements.** University is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and represents that it will provide self-insurance up to the applicable limits.
- U. 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 University, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.

- V. 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.
- W. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Council and the University 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. 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.
- X. Taxes.** The University 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.
- Y. 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 University immediately for cause if the University fails to perform in accordance with the terms of this Contract
- Z. 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.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. 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.
- DD. 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 University 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.

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.

COUNCIL:

Wyoming Business Council

Amy Grenfell, Chief Operating Officer

Date

Brandon Marshall, Services Director

Date

UNIVERSITY:

University of Wyoming

Dr. Edward Seidel, President

Date

Tara R. Evans, General Counsel

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**ATTACHMENT A TO THE AGREEMENT BETWEEN
WYOMING BUSINESS COUNCIL
AND
UNIVERSITY OF WYOMING**

Scope of Work

Manufacturing-Works

Assist small and medium size manufacturing businesses throughout the State of Wyoming in enhancing the productivity, technological performance, and competitiveness by acquiring assistance with manufacturing technology and techniques. WBC will provide matching funds for the continuation of Manufacturing Works, located on the campus of the University of Wyoming and administered by the University of Wyoming in conjunction with and leveraging funds from the National Institute of Science and Technology (NIST).

- 0. Innovation:** To promote an innovative culture within individual companies, train, coach, and consult with Wyoming manufacturers about innovation and continuous improvement processes. This will be completed by offering training, one-on-one consulting, and facilitating project management assistance.
- 1. Technology Assistance:** Foster and connect Wyoming manufacturers with new, trending, or innovative technologies and/or resources.

MW will minimally assist with the following:

- Product development and prototype fabrication.
 - Working collaboratively with UW College of Engineering programs
 - Facilitate energy efficiency assistance including ASHRAE Level I and II energy audits.
 - Facilitate cybersecurity compliance demands that expand beyond the free services offered by other BRN programs.
 - Arrange and facilitate experiential learning opportunities through paid internships.
- 2. Market Expansion:** Assist with business expansion including but not limited to: diversification of product line, markets, and exporting (domestic and international).
 - 3. Business Advising/Leadership Development and Transition Planning:** Facilitate transitions for manufacturers by exploring the unique features of the family business and assist the family in becoming more engaged and equipped to build value, meet the challenges of both business and family, and create a sustainable workforce for the future.
 - 4. Workforce Development:** Support a quality management culture by promoting quality management training for individual small manufacturing entities (SMEs) and certification and audit assistance, e.g. International Organization for Standardization (ISO) or Underwriters Laboratories (UL) programs for SMEs.
 - 5. Collaboration:** Work collaboratively with the Wyoming Business Council, and the Small Business Development Center to provide the greatest value and resources to manufacturers.

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
UNIVERSITY OF WYOMING**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82002, and the University of Wyoming (University), whose address is: 1000 East University Avenue, Laramie, WY 82071.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the University shall operate and administer the programs known as Small Business Development Center (SBDC), Market Research Center (MRC), Wyoming SBIR/STTR Initiative (WSSI) and Apex Accelerator (Formerly PTAC).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2024, through June 30, 2026. 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 University for the services described in Attachment A, Scope of Work, at rates set forth in Attachment B, Small Business Development Center Budget, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two million, five hundred eighty-four thousand, eight hundred sixty-two dollars (\$2,584,862.00) Payment shall be made upon submission of itemized quarterly invoices in accordance with the requirements set forth in Attachment A. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. University 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 University 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 University performs its duties and responsibilities to the satisfaction of Council.
 - C. Except as otherwise provided in this Contract, the University shall pay all costs and expenses, including travel, incurred by the University or on its behalf in connection with the University's performance and compliance with all of the University's obligations under this Contract.

5. **Responsibilities of University.** The University agrees to:

- A. Operate and administer the Small Business Development Center in accordance with Attachments A and
- B. Maintain sufficient physical space, regional centers, professional staff, and consulting capacity to aid business development efforts throughout the state.
- C. Provide one (1) comprehensive Small Business Development Center performance report to the Council by August 30 of each year of this Contract. The report shall reflect performance during the previous fiscal year.
- D. Provide the Council on an annual basis all program-specific progress reports submitted to the federal funders for the individual Small Business Development Center programs receiving federal support for their programs.
- E. Report to the Council relevant University-supported activities pertaining to business development and assistance.
- F. Acknowledge Council's contributions to the Small Business Development Center in marketing materials.

6. **Responsibilities of Council.** The Council agrees to:

- A. Pay University in accordance with Section 4 above.
- B. Report all relevant Council-supported activities pertaining to business development and assistance to University's Vice President of Research and Economic Development.
- C. To the extent permitted by the Wyoming Public Records Act and other applicable law, hold in confidence information on University's clients that may be submitted to Council as part of the University's reporting obligations under this agreement, and recognize the sensitive nature of proprietary client information.
- D. Coordinate networking sessions between Council staff and Small Business Development Center employees to build stronger partnerships.
- E. Acknowledge University's contributions to the Small Business Development Center in marketing materials.

7. **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 University 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 books, documents, papers, electronic data, and records of the University 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 University 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 University shall cooperate fully with other contractors and the Council in all such cases.
- G. Compliance with Laws.** The University shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. 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 University in the performance of this Contract shall be kept confidential by the University unless written permission is granted by the Council for its release. If and when the University receives a request for information subject to this Contract, the University shall notify the Council within ten (10) days of such

request and shall not release such information to a third party unless directed to do so by the Council.

- I. Entirety of Contract.** This Contract, consisting of eight (8) pages; Attachment A, Scope of Work, consisting of three (3) pages; and Attachment B, Biennium Small Business Development Center Budget, consisting of one (1) page, 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.
- J. Ethics.** The University 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 University's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.
- L. 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.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The University 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 University shall be free from control or direction over the details of the performance of services under this Contract. The University shall assume sole responsibility for any debts or liabilities that may be incurred by the University 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 University 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 University 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 University or the University's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The University 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.
- 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. 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 University in the performance of this Contract. Upon termination of services, for any reason, University 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.
- R. Patent or Copyright Protection.** The University 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 University or its subcontractors will violate any such restriction. The University shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. 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).
- T. Insurance Requirements.** University is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and represents that it will provide self-insurance up to the applicable limits.

- U. **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 University, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.
- V. **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.
- W. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Council and the University 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. 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.
- X. **Taxes.** The University 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.
- Y. **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 University immediately for cause if the University fails to perform in accordance with the terms of this Contract
- Z. **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.
- AA. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. **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.

DD. 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 University 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.

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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.

COUNCIL:

Wyoming Business Council

Amy L. Grenfell, Chief Operating Officer

Date

Brandon Marshall, Services Director

Date

UNIVERSITY:

University of Wyoming

Dr. Edward Seidel, President

Date

Tara R. Evans, General Counsel

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**ATTACHMENT A TO THE AGREEMENT BETWEEN
WYOMING BUSINESS COUNCIL
AND
UNIVERSITY OF WYOMING**

Scope of Work

Scope of Work: Small Business Development Center

The University provides small business assistance and training for new and existing businesses in the following areas:

1. Needs Assessment: Analysis of strengths, weaknesses, opportunities and threats associated with the potential or ongoing operation of business enterprises.
2. Comprehensive Business Planning: Documentation of goals and objectives, as well as the strategies for achieving them. Startup assistance.
3. Market Research and Market Strategy: Consideration of markets for products/services and how to best take said products/services to those markets.
4. Financial Statement Analysis and Control: Evaluation of past and present financial health and position.
5. Cash Flow Analysis and Financial Projections: Study of forecasted cash flows and operations.
6. Debt, Equity, and alternative Funding Development: Evaluation and presentation of financing requirements and opportunities.
7. Valuation Methods: Utilization of tools to determine value when buying and/or selling businesses.
8. Strategic Planning: Definition of business objectives (the vision and the application of that vision to help guide the decision-making process).
9. Management Issues and Specialty Areas: Examination of business policies and procedures, management styles, human resources, organization development, computerized bookkeeping, e-commerce, sustainable business, cybersecurity/risk management, and international trade, etc.
10. Training: Identification and coordination of group training to address specific issues affecting Wyoming's small businesses. Development of online training methods.

The Council acknowledges and concurs with the University's proposal to secure and follow U.S. Small Business Administration (SBA) Agreements, and performance criteria contained therein.

Scope of Work: Market Research Center

1. Technical Market Research Assistance

The Market Research Center provides technical marketing research assistance to existing

business development, research, and service organizations; provides service to new entrepreneurial startups as well as existing firms being assisted by development organizations desiring significant market expansion. Specific technical marketing research topics may include but are not limited to:

- Industry Statistics, Data Trend and Best Practices
- Financial Data by Business Type
- Competitive Intelligence
- Segmentation Analysis
- Marketing Strategies
- Marketing and Mailing Lists
- Geographic Information Systems (GIS)
- Demographic, Psychographic and Spending Data
- Website Review and Analysis
- Social Media Platform Marketing Evaluation
- Business Use of Online Research Tools
- Customer Satisfaction Assessment

2. Applied Market Research Assistance

Assist specific locally sponsored business by coordinating research needs with support organizations.

Scope of Work: Apex Accelerator

The University provides small business assistance and training in the following areas:

1. Assistance to Wyoming businesses in contracting with state, local, and federal governments, and provide outreach to state and local agencies on contracting with Wyoming businesses.
2. Provide training, education, and guidance specifically related to government contracting.
3. Support an electronic bid match system to notify participating businesses of opportunities with the government.

The Council acknowledges and concurs with the University's proposal to secure and follow Defense Logistics Agency (DLA) Agreements, and performance criteria contained therein.

Scope of Work: Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR)

1. **SBIR/STTR administration and coordination of activities**
 - a. Meet with individuals who have ideas or technologies, conduct a needs assessment for fit with SBIR/STTR program, refer clients to appropriate resources and provide

- assistance for product development and SBIR/STTR funding.
- b.** Travel in state to promote the program and meet with Wyoming entrepreneurs, travel to national and regional SBIR/STTR conferences to meet with federal agency program managers, receive training on program changes and assist Wyoming entrepreneurs with networking, program requirements and education.
 - c.** Identify, recruit, and retain mentors to work with Phase 0 awardees.
 - d.** Promote the program and continue to work with the Council to increase statewide awareness.
 - e.** Review and comment on SBIR/STTR proposals from Wyoming entrepreneurs prior to submission at national level.
 - f.** Arrange workshops, webinars, and other meetings that describe SBIR programs and educate Wyoming entrepreneurs regarding the SBIR/STTR program requirements.
- Administration of Phase 0 and Phase 00 program includes advising clients of program details, reviewing proposals for compliance making recommendations for improved competitive Phase 0/00 proposals, preparing contracts, and ensuring contract obligations are met, and authorizing dissemination of Phase 0/00 funds.
- g.** Identify, recruit, and train Phase 0/00 reviewers.
 - h.** Continue to collaborate with Council on ways to enhance program marketing to increase statewide awareness and accessibility of the program.
 - i.** Continue to work with Council, the WTBC, and other partners and stakeholders to connect startups to investors and capital.

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**PROFESSIONAL SERVICES CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
ADVANCE COMMERCIAL PROVIDER LTD**

1. **Parties.** The parties to this Contract are the State of Wyoming, Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming, 82002, USA, and Advance Commercial Provider LTD (Contractor), whose address is: 3F, 201, Nanjing E. Road Sec. 3, Taipei 104, Taiwan.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall serve as the Foreign Trade Representative for the State of Wyoming at the State of Wyoming-Asia Trade Office in Taiwan.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2024, or the Effective Date, whichever is later, through June 30, 2026. All services shall be completed during this term.

This Contract may be extended twice 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, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed four hundred thousand twenty-nine dollars (\$429,000.00). 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. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A.

- B. Invoice the Council for services in accordance with Section 4 above.
- C. Obtain and maintain suitable office space in the Taiwan World Trade Center building in Taipei, or in another facility as may be described by the Council and shall itemize all lease-related costs on invoices submitted to Council. Contractor must maintain such office space for the duration of this Contract and shall be solely responsible for compliance with all requirements set forth by its Lessor.
- D. Maintain detailed records of all subsidy monies received from the Taiwan Ministry of Foreign Affairs (MOFA) related to the State of Wyoming-Asia Pacific Trade Office and shall provide a detailed accounting of those funds to the Council as new funds are received by MOFA, as well as at any time requested by the Council. Subsidy funds received shall become the property of the Contractor upon their deduction from Contractor's subsequent invoice(s) for services performed under this contract. Any unspent subsidy funds remaining in the Contractor's possession at the termination of this contract shall be returned to the Council within thirty (30) days at the Contractor's sole expense.

6. **Responsibilities of Council.** The Council agrees to:

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

7. **Special Provisions.**

A. **Conflicts of Interest.**

- (i) Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the Council, the State of Wyoming, or a disclosure which may adversely affect the interests of the Council or State of Wyoming. Contractor shall notify the Council of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of this Contract will be subject to a mutual settlement of accounts. In the event this Contract is terminated under this provision, the Contractor shall take steps to ensure that all files, evidence, evaluations, and data are provided to the Council or its designee. This provision does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity

including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

- B. 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 the Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. Monitoring Activities.** The 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.
- D. 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.

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 United States of America and 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, United States of America.
- 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 books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

The Contractor 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 Contractor which are pertinent to this Contract. The Contractor 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 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 all 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 in the performance of this Contract.
- I. Confidentiality of Information.** 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 the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Scope of Work, consisting of two (2) pages, and Attachment B. Budget, consisting of one (1) page, 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.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** 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 arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- 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. 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/or 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.
- Q. 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.
- R. 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.
- S. Ownership and Destruction of Documents and Information.** Council owns 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. 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. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. 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 violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. 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. § 9-2-3204b)(iv).

V. 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.

W. 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) 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) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:
 - (a) \$2,000,000.00 each occurrence; and
 - (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- X. 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, shall identify the Council and the State of Wyoming as the sponsoring entities and shall not be released without prior written approval from the Council.
- Y. 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.
- Z. 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. 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.

AA. 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.

BB. 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.

If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Council and after written notice to the Contractor, the Council may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Council; however, the Contractor shall be liable to the Council for the entire cost of replacement services for the duration of the Contract term.

CC. 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.

DD. Time is of the Essence. Time is of the essence in all provisions of this Contract.

EE. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

FF. 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.

GG. 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 Contractor's failure to deliver the originally signed counterpart to the Council within twenty (20) days shall be considered a material breach and may result in immediate termination of this Contract by the Council.

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.

COUNCIL:

Wyoming Business Council

Joshua J Dorrell, CEO

Date

Brandon Marshall, Services Director

Date

CONTRACTOR:

Advance Commercial Provider LTD

Yuh-Cherng "Chester" Chu, Board Member

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barder, Assistant Attorney General

Date

ATTACHMENT A
TO THE CONTRACT BETWEEN WYOMING BUSINESS COUNCIL
AND ADVANCE COMMERCIAL PROVIDER LTD

Scope of Work

The following scope describes the work to be completed by Contractor.

Statement of Purpose - Contractor is responsible for maintaining the Wyoming-Asia Pacific Trade Office in Taiwan.

- A.** General duties include, but are not limited to:
 - a. Generating new business for Wyoming exporters into Taiwan.
 - b. Promoting Wyoming as a location for foreign direct investment (FDI), by Taiwanese companies seeking business locations in the United States. This will be done by working with the Council's business recruitment team, targeting the following industry sectors:
 - a. Clean tech, ag-tech, manufacturing, research and development.

Services – Contractor will be responsible for carrying out the following tasks:

- A. Business Attraction (Foreign Direct Investment Attraction)**
 - a. Promote Wyoming as a location for Taiwanese business relocation or expansion investment in the targeted industries identified above.
 - b. Promotion strategy will be developed by working with Council's Business Recruitment team.
 - c. Business attraction efforts will have a goal of attracting at least two Taiwanese companies, from the targeted industries listed above, making direct investment in Wyoming locations, within the term of this contract.

- B. Promotion of Wyoming Products for Export to Taiwan**
 - a. Maintain records of qualified agents, brokers, wholesalers, dealers, distributors, and other buyers, retailers, and export management companies that comprise the Taiwan exporting network.
 - b. Facilitate distributor, agent, and representative relationships for Wyoming businesses upon request.
 - c. Counsel Wyoming businesses on best practices and problem-resolution for exporting to Taiwan and the Asia Pacific Rim. Counseling can be conducted virtually, on trade missions, or during familiarization tours.
 - d. Represent Wyoming product manufacturers, identified with Council staff, at appropriate trade events in Taiwan.
 - e. Conduct Taiwan buyer/investor familiarization tours to Wyoming to meet with companies to better understand the products offered in Wyoming. The tours will be collaboratively coordinated through Contractor and the WBC or WBC-designated partners.

C. Market Intelligence

- a.** Every six months, from the execution of this contract, produce a report that includes analysis of the current export climate in Taiwan, and suggests Wyoming products that may be ideal to fulfill demand in Taiwan.
 - i.** Report should also include summaries of trade and tariff restrictions, laws, and regulations regarding product content and labeling; market entry strategies; market development strategies; product adaptation, modification, and compliance; company ownership and other issues affecting the salability of Wyoming goods in Taiwan.
- b.** Develop and maintain export guides that outline the steps, timeline, and contacts necessary to ship identified Wyoming products to Taiwan.
- c.** Produce and submit an annual plan for promoting Wyoming products in Taiwan to the WBC by October 1 of each year of this contract.

D. Trade Show/Mission Administration

- a.** Attend Taiwan trade industry events or seminars as agreed upon by the Council to generate business and secure trade leads for Wyoming companies.
- b.** Assist Wyoming exporters traveling to Taiwan for trade shows, matchmaking services and/or market training to explore new distribution channels or identify sourcing opportunities.
- c.** Conduct Wyoming exporter tours throughout Taiwan to increase market leads, generate business, and recruit Taiwan buyers to visit Wyoming

E. Additional Deliverables - Contractor shall complete the following deliverables:

- a.** Monthly trade and investment promotion event outcomes report. Report shall include updates on any other Contractor services in this scope of work conducted during the monthly reporting period.
- b.** When requested, or appropriate, work collaboratively with WBC-designated partners to provide Taiwan market opportunities and training webinars to Wyoming companies.
- c.** List of in-Taiwan trade events provided well enough in advance to provide interested Wyoming businesses the opportunity to attend or be represented by Contractor.

Attachment B
FY 25-26 Budget for Operation Expenses

Items	Total (USD)
HR Function	312,600
Director	186,400
Manager	116,200
Staff (part-time)	10,000
Promotion Expenses	35,000
Exhibition expenses	20,000
Seminars/workshops	4,000
Website	4,000
Promotional flyers	3,000
Advertising	4,000
Travel Expenses	46,500
Director	26,000
Manager	10,000
Domestic travel	10,500
Operational Expenses	4,800.00
Phone/internet	2,000
Electricity	800.00
Stationery	1,000
Postage	1,000
Office Rent	21,600
Monthly	900
Number of months	24
Contingency	8,500
Upon WBC approval	
Total	429,000

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL, INVESTMENTS DIVISION
AND
MARKEE ESCROW SERVICES, INC.**

1. **Parties.** The parties to this Contract are Wyoming Business Council, Investments Division (Agency), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82002 and Markee Escrow Services, Inc. (Contractor), whose address is: 525 Randall Avenue, Cheyenne, Wyoming 82001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall administer the Partnership Challenge Loan Program, Business Ready Community Loans, Wyoming Main Street Loan Participations, Natural Gas Fueling Infrastructure Loans, and the loan programs previously known as the Amendment IV Loan Program, along with any other current or potential new loan programs. Such programs are collectively referred to in this Contract as the “Programs.”
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 June 30, 2026. All services shall be completed during this term. This Contract may be extended any number of times 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 Agency.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed one hundred fifty thousand dollars, (\$150,000.00). 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. Payment shall be made as described below:
 - (i) Sixty-five dollars (\$65.00) per hour for professional staff and thirty-five dollars (\$35.00) per hour for support staff for administrative reports, loan file updates, loan workouts, liquidations, and foreclosures.
 - (ii) Reimbursement of other out-of-pocket expenses, such as filing fees, lien searches, credit reports, title reports, and necessary out-of-pocket costs at their actual cost as documented by receipts.
 - (iii) A five dollar (\$5.00) monthly fee per loan in association with record keeping for non-performing loans or otherwise defined as loans that are past due and have been fully reserved.

- (iv) The Contractor may charge an annual fee of one hundred twenty-five dollars (\$125.00) for administration of Business Ready Community (BRC) loans and an additional annual fee of one hundred twenty-five dollars (\$125.00) for BRC Revenue Recapture administration when applicable.
 - (v) The Contractor may charge an eight dollar and fifty cents (\$8.50) fee for each complete loan file that the Agency requests to be scanned. All requests must be in writing signed by an authorized representative of the Agency.
 - (vi) Upon the Charge-off of a loan, as approved by the WBC Board of Directors, the Contractor may charge a one quarter percent (.25%) fee based upon the principal loan balance. The minimum fee would be one hundred dollars (\$100.00) up to a maximum of five hundred dollars (\$500.00) for each loan to be closed out.
- 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 Agency.
- C.** Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. Responsibilities of Contractor. The Contractor agrees to:

- A. Administrative Duties.** Contractor shall perform certain duties related to administration of the Programs. These duties, as described below, shall hereinafter be referred to Administrative Duties. Contractor shall:
- (i) Administer and service the loans of the Programs.
 - (ii) Compile all the required loan documentation subject to the written approval of the Agency and approval as to form from the Wyoming Attorney General's Office for new loans in the Programs.
 - (iii) Maintain all loan files.
 - (iv) Maintain a system of lien filings in accordance with UCC regulations.
 - (v) Prepare a monthly "Loan Summary Report" as of each calendar month end to be delivered to the Agency by the tenth (10th) of the subsequent month. The report shall include, but not be limited to, the name of each debtor,

original loan balance, payment due date, payment(s) made, date payment received, principal and interest breakdown and ending loan balance.

- (vi) Monitor all new loans approved for Programs and communicate to the Agency the proper disbursement time and amount that are within the parameters of the Programs.
- (vii) Work with the Wyoming Attorney General's Office and Contractor's attorney as needed for repossessions and foreclosures of collateral.
- (viii) Dispose of repossessed and foreclosed property in accordance with written instructions of the Agency.

B. Loan Servicing Duties. Contractor shall perform certain duties related to the servicing of loans made pursuant to the Programs. These duties, as described below, shall hereinafter be referred to as Loan Servicing Duties. Contractor shall:

- (i) Generate and mail a notice to debtor, ten (10) days before each payment is due. The notice shall contain the payment amount and the due date.
- (ii) Receive payments from debtors.
- (iii) Remit to the Agency on or before the tenth (10th) of each month, all payments received from debtors in the preceding month in a manner specified by the Agency.
- (iv) Immediately advise the Agency, in writing, of any problems associated with an individual loan or any concerns related to any individual loan.
- (v) Establish and maintain a bookkeeping account into which all funds received from the periodic payments of loans shall be posted and from which all payments shall be made. Any bank account so established in which total funds exceed two hundred fifty thousand dollars (\$250,000.00) (or the current deposit insurance limits) shall be transferred to a participating financial institution of the contractor using the Integrated Cash Sweep (ICS) service. This function allows funds to be fully insured until they can be remitted to the Agency.
- (vi) Transmit to the Agency on a timely basis, any non-routine correspondence received from debtors.
- (vii) Process releases, terminations and other satisfaction of paid loans, as may be specific to each loan file, with the prior written consent of the Agency.

C. Loan Collection Duties. Contractor shall perform duties, as described below, hereinafter referred to as Loan Collection Duties, when the Contractor discovers

that a debtor has defaulted as the term is defined in the loan documentation applicable to the particular loan. Contractor shall:

- (i) Prepare and mail a letter to the debtor within ten (10) days of the known delinquency, or as set forth in applicable loan documents. The letter shall identify the delinquency and make a demand that the delinquency be cured. A copy of this letter shall be forwarded concurrently to the Agency.
- (ii) Work with the Agency staff as needed for repossessing and foreclosure.
- (iii) Work with the Agency and debtor in restructuring delinquent or defaulted loans.

D. Other Duties: Contractor shall perform other duties as agreed upon between the parties and incorporated into this Contract by written amendment, per the specifications set out in Section 7. A. below.

6. Responsibilities of Agency. The Agency agrees to:

A. Pay Contractor in accordance with Section 4 above.

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 Agency.

D. Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

E. Availability of Funds. Each payment obligation of the Agency 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 Agency at the end of the period for which the funds are available. The Agency 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 Agency in the event this provision is exercised, and the Agency 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 Agency 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 Agency in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to the Agency 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 all 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 in the performance of this Contract.
- I. Confidentiality of Information.** 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 the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of eleven (11) pages represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency 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.** The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- 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 Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. 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. 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.

- Q. 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.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Agency 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 Agency 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 Agency may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Agency is the official custodian and owns 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. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency 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 Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- T. 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 violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. 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).
- V. 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 Agency 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 Agency. 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 Agency may, at the Agency’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency 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 Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. 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 Agency 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 Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (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 Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, 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.

- X. 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, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

- Y. 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.
- Z. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency 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. 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.
- AA. 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.
- BB. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- CC. 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.
- DD. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- EE. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- FF. 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.
- GG. 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 Agency.

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.

AGENCY:
WYOMING BUSINESS COUNCIL, INVESTMENTS DIVISION

Joshua J. Dorrell
Chief Executive Officer

Date

Bert Adam, Investments Division Director

Date

CONTRACTOR:
MARKEE ESCROW SERVICES, INC.

Teresa Bertagnolli, President

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date



SERVICES COMMITTEE REPORT

Application Scoring Criteria

Connecting Wyoming: 35 points possible

- Number of residential living units exist within the proposed project area. What percentage of these are unserved and/or underserved?
 - Download location data for application area from ISP Map
 - Filter on Serviceability column (using unserved and underserved values)
 - Filter on Classification column for Residential, Unknown/Other, blank locations and/or
 - Filter on Assessment Land Use. Include residential, residential/agriculture, residential improvement, and unknown
 - Include all units in the count (i.e., apt 1,2,3, unit 1,2,3 or lot 1,2,3) if duplicate addresses appear and/or are multifamily or mobile home parks.

- Number of Business locations (businesses, government buildings) in project area. What percentage of these are unserved and/or underserved?
 - Download location data for application area from ISP Map
 - Filter on Serviceability column (using unserved and underserved values)
 - Filter on Classification column for Business locations
 - Include all units if duplicate addresses appear and are multi business structures

- Number of Community Anchor Institutions/Community Support facilities (school, library, hospital, non-profit senior center) in project area. What percentage of these are unserved and/or underserved?
 - Download location data for application area from ISP Map
 - Filter on Serviceability column (using unserved and underserved values)
 - Filter on address type to obtain number community anchor institution (CAI) locations
 - Include all units if duplicate addresses appear and are a multi structure/unit CAI location
 - You can add additional community anchor institutions and community support organizations not shown on the map to your submission. You must include the full address and a description of the organization for it to be considered.

- You are required to itemize all business, community anchor, and community support organizations on your application.

- Is this project owned/operated/affiliated with local governments, non-profits, and cooperative providers? i.e., City, County or district municipalities, nonprofit as defined by tax status, electrical cooperatives.

Connecting Wyoming 35 Points:

	Answer	Segment	Points	Point Scale
Total Residential living units in project area Percent Unserved <25/3 Percent Underserved >25/3 <100/20 Total must equal 100%.	Total units:	10 Points Maximum		
				<=50% = 4, >50 - <100% = 7, 100% = 10
				<50% = 2, >=50 - <100% = 4, 100% = 6
	Total:			
Total Business locations in project area (businesses, government buildings) Percent Unserved <25/3 Percent Underserved >25/3 <100/20 Total must equal 100%.	Total units:	10 Points Maximum		
				<=50% = 4, >50 - <100% = 7, 100% = 10
				<50% = 2, >=50 - <100% = 4, 100% = 6
	Total:			
Total Number of Community Anchor Institutions/Community Support locations in project area (school, library, hospital, non- profit) Percent Unserved <25/3 Percent Underserved >25/3 <100/20 Total must equal 100%.	Total units:	10 Points Maximum		
				<=50% = 4, >50 - <100% = 7, 100% = 10
				<50% = 2, >=50 - <100% = 4, 100% = 6
	Total:			
Total of all units Served:				
Is this project owned/operated/affiliated with local governments, non-profits, and	YES/NO	5 Points Maximum		No = 0, Yes = 5
	Segment Score:			

Proposed Solution: 35 points possible

For all locations potentially served by this project:

- What percentage will be served by fiber?
 - Specifically, fiber to the home or business unit.
- What percentage will be served using fixed wireless terrestrial technology?
 - Specifically fixed wireless technology utilizing licensed spectrum. Unlicensed spectrum projects will not be considered.
- What percentage will be served using a hybrid solution?
 - Hybrid - fiber to coaxial/copper technology - fiber to licensed spectrum.
- What percentage will be served with a 100 Mbps symmetrical solution?
 - If the solution proposed exceeds 100 Mbps symmetrical, please specify the actual download and upload speeds proposed.
- What percentage will be served with a 100 Mbps download / 20 Mbps upload scalable solution?
 - Demonstrate that the installed broadband infrastructure is scalable to speeds of at least 100 Mbps download and 100 Mbps upload. This information must be certified by either the manufacturer of the equipment to be utilized and uploaded with your application.

Proposed Solution 35 Points:

	Answer	Weight of points in	Points	Point Scale
What percentage will be served by fiber to the unit/home?		Maximum = 60%		0=0, >=1% - <34% = 3, >=34% - <67% = 9, >=67% - <100%=15, 100%=21
What percentage will be served using licensed fixed wireless technology?				0=0, >=1% - <34% = 2, >=34% - <67% = 6, >=67% - <100%=8, 100%=12
What percentage will be served using a hybrid solution? (Hybrid fiber-coaxial/copper technology and or hybrid of fiber - licensed spectrum)				0=0, >=1% - <34% = 1, >=34% - <67% = 2, >=67% - <100%=6, 100%=8
Total must equal 100%	Total:			
What percentage will be served with a 100 Mbps or greater symmetrical solution?		Maximum = 30%		<=50% = 3, >50 - <100% = 7, 100% = Max
What percentage will be served with a 100 Mbps download / 20 Mbps upload scalable solution?				<=50% = 2, >50 - <100% = 3, 100% = 4
Total must equal 100%	Total:			
Please specify the actual download speeds proposed.	Speed:	Maximum = 5%		100 = 0, 101-500 Mbps = 1, >501Mbps = Max
Please specify the actual upload speeds proposed.	Speed:	Maximum = 5%		<100Mbps = 0, 101 - 500 Mbps = 1, >501 Mbps = Max
				Segment Score:

Project Readiness and Administration: 30 points possible

- What is the total project cost?
 - As defined in Chapter 4 rules – eligible project costs
- Percent cash match provided by the applicant.
 - Percent of applicant funds used for total eligible project costs.
- Does this project use existing rights of ways and easements held by applicant?
- Does the applicant already have all the required permits for this project?
- Does this project use existing owned or leased fiber optic middle mile infrastructure?
- Timeframe to complete the project (years)

Project Readiness and Administration: 30 points:

	Answer	Weight of points in	Points	Point Scale
What is the total eligible project cost?	\$ = XX			
Percent cash match provided by the applicant? (% applicant funds used for total eligible project costs)	% of above = XX	60%		0% - <5% = 0, >=5%-10% = 5, >10%-20% = 7, >20-30% = 9, >30-40% = 11, >40-50% = 13, >50% = 18
Requested Grant amount?				
Does this project use of existing rights of ways and easements held by applicant?	YES/NO	10%		No = 0, Yes = 3
Does the applicant already hold all required permits for this project?	YES/NO	10%		No = 0, Yes = 3
Does this project use existing owned or leased fiber optic middle mile infrastructure?	YES/NO	10%		No = 0, Yes = 3
Timeframe to complete the project (years)		10%		by 12/31/2024 = 3, by 12/31/2025 = 2, by 12/31/2026 = 1
		Segment Score:		
		Total Score:		

----- Forwarded message -----

From: **Mores, Mike** <Mike.Mores@charter.com>

Date: Fri, Mar 29, 2024 at 8:18 AM

Subject: Fremont County Awards

To: Elaina Zempel <elaina.zempel@wyo.gov>

Cc: David Johnson <david.johnson2@wyo.gov>

Ms. Zempel:

I regret to inform you that Charter must decline the awards titled "Fremont County 2" and "Fremont County 3" submitted and granted as part of the Connect Wyoming grants and administered through the WBC. These projects require an easement from the Wind River Indian Reservation the Bureau of Indian Affairs has told Charter it may take up to a year to obtain. This lengthy process jeopardizes our ability complete the projects by December 31, 2026, as outlined in the guidelines.

We also have reservation easement issues with Fremont County 1 project that will not allow us to access 71 addresses locations in our submitted application. We request WBC to consider our revised project with these addresses removed. We do not believe that the location revisions will affect the score and we would still contribute 70 percent of the total build cost. I have attached a list of the affected address, a revised project map, and revised construction costs including a revised state subsidy request.

Again, we regret that we cannot accept the Fremont County 2 and 3 projects. Please feel free to contact me with any questions you may have.

Sincerely,

Mike Mores



Mike Mores | Senior Manager, Government Affairs Wyoming | C: 307-220-7676

[611 E. Carlson, Suite 103, |Cheyenne, WY 82009](#)

mike.mores@charter.com

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
SPECTRUM PACIFIC WEST LLC**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82001 and Spectrum Pacific West LLC (Subrecipient), whose address is: 1821 Logan Ave, Cheyenne, WY 82001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Council shall provide federal American Rescue Plan Act (ARPA), Capital Projects Fund (CFDA 21.029) funds to the Subrecipient for the completion of the broadband project outlined in Attachment A, Fremont County Addendum, and Attachment B, Fremont County Service Area, which are both attached to and incorporated into this Contract by this reference.
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 October 31, 2026 (ARPA deadline). All projects funded by this program must be completed during this term.
4. **Payment.**
 - A. The Council agrees to pay the Subrecipient for the services described in Attachment A. Eligible material purchased prior to contract date, and after March 11, 2021, utilized by Subrecipient to complete the approved project can be submitted for reimbursement at the item's original purchase price and must include the supplier invoice from the time of purchase. Total payment under this Contract shall not exceed one million five hundred thirty-six thousand and five hundred fifty dollars (\$1,536,550.00). The Connect Wyoming CPF Program will provide structured reimbursements for validated grant expenditures submitted. Subrecipients are expected to submit supporting documentation for expenditures (i.e., invoices, receipts, etc.) and proof of payment if requested. Subrecipients must submit all required legal and contractual agreements/documents prior to funds disbursement. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient 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, notwithstanding any material purchased prior to the contract date utilized by the Subrecipient to complete the approved project i.e. fiber, conduit, housings, and vaults, meeting current standards, can be submitted for reimbursement at the items original purchase price and must include the supplier invoice from the time of purchase. Should the Subrecipient 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 Subrecipient performs its duties and

Contract between Wyoming Business Council
And Spectrum Pacific West LLC

responsibilities to the satisfaction of Council. If the Subrecipient does not perform duties outlined in this Contract to the satisfaction of the Council, repayment may be required. Additionally, the Council may, at its discretion, require repayment if the Subrecipient fails to deliver the project or speeds or other requirements that are specified in this Contract's Attachment A (Addendum).

- C. Subrecipient may submit payment requests at the following milestones:
- (i) Final Design and all permits obtained-Reimbursement allowed for engineering and permit costs once final design and permits are obtained. At this time a twenty (20) percent advance of the total project cost can be requested.
 - (ii) Project Material Reimbursement-Reimbursement for allowed materials purchased specific to individual project.
 - (iii) Final Construction-all placing costs associated with placement of infrastructure.
 - (iv) Final payment upon report of all data required by the State and US Treasury and the system is operational and verified that it met the requirements of the contract.
- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

5. Responsibilities of Subrecipient. The Subrecipient agrees to:

- A. Provide all goods and/or services necessary for completion of the broadband project described in Attachment A and Attachment B.
- B. Obtain all appropriate licenses and/or permits from the appropriate entity or entities for all projects performed in a public right of way. Subrecipient agrees to abide by all requirements set forth in the licenses and/or permits.
- C. Maintain any Broadband Infrastructure constructed through funds provided under this program at the applicant's own expense for a 15-year period for Fixed Wireless and a 20-year period for fiber, which will allow for replacement of end of life, obsolete or non-functioning equipment so that the speeds are at or above those committed to in the award, are continued, and reliable service is provided for the period stated. Any successive owner(s) are required to comply for the remaining period.
- D. Submit requests for Eligible Costs only and to acknowledge that Eligible and Ineligible Costs are as defined:

Eligible Costs, which include but are not limited to:

- (i) Construction and materials;
- (ii) New and rehabilitated construction contracts;
- (iii) Architect and engineering services and legal professional services, if required by the project;
- (v) Permitting fees;
- (vi) Acquisition of broadband infrastructure equipment
- (vii) Construction and installation of infrastructure equipment, to include direct labor costs; and
- (viii) Other expenses deemed eligible under the US Department of Treasury Capital Funds Project.

Ineligible Costs are as follows:

- (i) General broadband planning not associated with the project;
- (ii) Ongoing overhead, operating costs, or staff costs to include bonuses of any kind;
- (iii) Political activities or lobbying.

6. Responsibilities of Council. The Council agrees to:

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

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.
- B. **Environmental Policy Acts.** Subrecipient 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.
- C. **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.

D. Kickbacks. Subrecipient 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 Subrecipient 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.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

E. Limitations on Lobbying Activities. By signing this Contract, 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 sub-Subrecipients 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.

Subrecipient and sub-Subrecipients may also be required to submit an additional certification statement and disclosure form acceptable to the Council before commencement of the work.

F. Monitoring Activities. The Council, as well as the Governor of the State of Wyoming and any designee of the Governor, shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-Subrecipients. 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.

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 Contract.

Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-Subrecipient.

- H. 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.
- 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 Contract, shall identify the Council as the sponsoring agency and shall not be released without prior written approval of Council.
- J. Suspension and Debarment.** By signing this Contract, 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 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, 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 Contract.
- K. 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.*; the federal American Rescue Plan Act; 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 Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Council regarding any patent rights that arise from,

or are purchased with, funds awarded under this Contract.

- M. 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.
- 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 Contract.
- O. 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.

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 Subrecipient 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 books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. 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 Contract. 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 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 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 Contracts.** The Council may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. 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 Contract. 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 Contract.
- 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 Contract.
- (i)** Subrecipient agrees to comply with the CPF Statute and the Guidance. 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.
- (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 (Nonprocurement), 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. 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/or
 - (g) A management official or other employee of Subrecipient, contractor, or sub-Subrecipient who has the responsibility to investigate, discover, or address misconduct.
 - (h) Recipient 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 Contract 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 Contract, 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. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- M. Domestic Preferences in Procurement.** Council and Subrecipient shall provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2.C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).
- N. Federal Interest and Insurance.** Subrecipient agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. § 200.310, Insurance, 2 C.F.R. § 200.311, Real Property, 2 C.F.R. § 200.313, Equipment, 2 C.F.R. § 200.314 Supplies, 2 C.F.R. § 200.315, Intangible Property, as applicable, and any other condition to approving Council's Application.
- O. Entirety of Contract.** This Contract, consisting of seventeen (17) pages; Attachment A, Fremont County Addendum, consisting of one (1) page; and Attachment B, Fremont County Service Area, provided in Excel format, 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.
- P. 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.
- Q. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- R. 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.
- S. 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.

- T. Independent Contractor.** The Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 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 Contract.
- U. 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.
- V. Notice of Sale or Transfer.** The Subrecipient shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. 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 Subrecipient's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.
- W. 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 Contract. 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.

- X. 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.
- Y. Prior Approval.** This Contract shall not be binding upon either party, 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).
- Z. Insurance Requirements.**
- (i)** During the term of this Contract, 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

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.

AA. 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 Contract Sum, plus the value of subsequent contract 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 Contract, 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.

- BB. 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.
- CC. 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 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 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.
- DD. 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.
- EE. 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 Subrecipient fails to perform in accordance with the terms of this Contract.

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

- FF. 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.
- GG. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- HH. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- II. 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.
- JJ. 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 Subrecipient 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.

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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.

COUNCIL:

Wyoming Business Council

Amy L. Grenfell, Chief Operating Officer

Date

Brandon Marshall, Services Division Director

Date

SUBRECIPIENT:

Spectrum Pacific West LLC

Paul Woelk, SVP, Business Planning, Charter Communications, Inc

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

Attachment A to the Contract Between the
Wyoming Business Council
and

SPECTRUM PACIFIC WEST LLC

Subgrantee Name	SPECTRUM PACIFIC WEST LLC
Project Location	Fremont County - Rural areas outside of Riverton
Project Description	Construct a last-mile FTTP EPON network to provide service to 1074 unserved and underserved locations in Fremont County 1 (the Project). FTTP EPON is a standardized and mature model operated by Charter across the country, engineered and managed to meet 1 Gbps symmetrical speeds, and extremely low typical median latency. These high bandwidth and low latency attributes mean that Charters FTTP EPON deployment is suitable for, among other uses, remote learning, remote working, and telehealth. FTTP EPON can accommodate numerous members of a household or small business simultaneously using bandwidth-intensive applications, such as video conferencing, telemedicine, video streaming, gaming, virtual or augmented reality sessions, and numerous other applications.
Total Project Cost	\$5,047,050.00
Subgrantee Match	\$3,510,500.00
Grant Amount	\$1,536,550.00
Number of Locations Served	1003
Unserved	930
Underserved	73
Project Completion Date Commitment by Subgrantee	10/31/2026

94807	34 STARK RD RIVERTON WY 82501	Unservd	0600BIZW6AOCV5XGPA88GZ	34 STARK RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.5028	43.076474
116357	1452 COWBOY LN RIVERTON WY 82501-8905	Unservd	0606CQFTUXYUWRFIEPO0	1452 COWBOY LN	RIVERTON WY	82501-8905	Fremont	US	Unknown/ Misc Residential Improvement	-108.42604	43.045683
106442	54 DODRILL RD RIVERTON WY 82501-9276	Underserved	0603JN4M4ZSGSU7Z60738	54 DODRILL RD	RIVERTON WY	82501-9276	Fremont	US	Unknown/ Misc Residential Improvement	-108.52697	43.079303
96849	56 PRAIRIE BREEZE RD RIVERTON WY 82501	Unservd	0600W25F86SJI7ORUO2M51	56 PRAIRIE BREEZE RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.56028	43.10364
103292	500 MCPHERSON LN RIVERTON WY 82501-8877	Unservd	0602NJT5300D64VAYR4G0	500 MCPHERSON LN	RIVERTON WY	82501-8877	Fremont	US	Unknown/ Misc Residential Improvement	-108.41927	43.049485
119505	74 MCPHERSON LN RIVERTON WY 82501	Unservd	06078167H3H1XO2EM2EMZ	74 MCPHERSON LN	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.41861	43.055181
109393	912 BETH DR RIVERTON WY 82501	Unservd	0604J9ZC73998JGKWNKWH	912 BETH DR	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.43453	43.033395
116731	58 PERCHERON PATH RIVERTON WY 82501	Unservd	0606GHZ59UJ0G61R5DS63HM	58 PERCHERON PATH	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.45699	43.03887
119442	5 LILAC CT RIVERTON WY 82501	Unservd	06077A8O3GTACXUS9Y6H5	5 LILAC CT	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.34858	43.102734
93645	46 PEBBLE DR RIVERTON WY 82501-9274	Unservd	0600E086G9E3G5FK68UVN8U	46 PEBBLE DR	RIVERTON WY	82501-9274	Fremont	US	Unknown/ Misc Residential Improvement	-108.48536	43.078744
99754	11 RYDER RIDGE RD RIVERTON WY 82501-4000	Unservd	0601O5SBG8Y8GIBUKHKZNY	11 RYDER RIDGE RD	RIVERTON WY	82501-4000	Fremont	US	Unknown/ Misc Residential Improvement	-108.51452	43.07672
108311	9 RYDER RIDGE RD RIVERTON WY 82501	Unservd	06042URD5Y288C5SEBRL1Z	9 RYDER RIDGE RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.51452	43.07672
93659	90 RED FEATHER RD RIVERTON WY 82501	Unservd	0600DKV1KCNOCUYRXPXQI3	90 RED FEATHER RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.3767	43.095843
96547	3 PAINTBRUSH DR RIVERTON WY 82501	Unservd	0600T9VTO1691CYND89CWG	3 PAINTBRUSH DR	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.34883	43.10281
117053	40 8 MILE RD RIVERTON WY 82501-8311	Unservd	0606JFKPNXVZ3P9HFVBO4DG	40 8 MILE RD	RIVERTON WY	82501-8311	Fremont	US	Unknown/ Misc Residential Improvement	-108.51745	43.092364
113986	12 HAYMAKER RD RIVERTON WY 82501-9461	Unservd	060507M1OJIB9Q3GFJ38JZ	12 HAYMAKER RD	RIVERTON WY	82501-9461	Fremont	US	Unknown/ Misc Residential Improvement	-108.37796	43.0707
103311	70 PRAIRIE BREEZE RD RIVERTON WY 82501	Unservd	0602NQ54RIT0BCKXOW584B	70 PRAIRIE BREEZE RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.56355	43.103877
116893	802 BETH DR RIVERTON WY 82501	Unservd	0606HULMYR4EGR661L8I7D	802 BETH DR	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.43445	43.031943
114479	13 ROGERS LN RIVERTON WY 82501	Unservd	0605VGTMR4V31UJ0CETPP1	13 ROGERS LN	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.38611	43.081838
94133	15 VISTA DR RIVERTON WY 82501	Unservd	06004Y786M175TKA7QZQM	15 VISTA DR	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.54357	43.101198
94655	4 ORIOLE LN RIVERTON WY 82501	Unservd	0600A6AG2347Z7ZXRKGLQ1O	4 ORIOLE LN	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.35952	43.061106
103693	222 HUTCHINSON RD RIVERTON WY 82501-8979	Unservd	0602RKNLJUSIQZ61S4H00MD	222 HUTCHINSON RD	RIVERTON WY	82501-8979	Fremont	US	Unknown/ Misc Residential Improvement	-108.38818	43.113736
113008	172 HUTCHINSON RD RIVERTON WY 82501-8979	Unservd	0605EDAOPOQRU5823VWGBA	172 HUTCHINSON RD	RIVERTON WY	82501-8979	Fremont	US	Unknown/ Farm (Irrigated or Dry)	-108.34868	43.11356
94265	87 ZUBER RD RIVERTON WY 82501-9491	Unservd	060065H6UOSYEDRKP5DYQ	87 ZUBER RD	RIVERTON WY	82501-9491	Fremont	US	Unknown/ Farm (Irrigated or Dry)	-108.37264	43.09904
107966	77 ZUBER RD RIVERTON WY 82501-9491	Unservd	0603YXTC3Q3S52E5QRV61Z	77 ZUBER RD	RIVERTON WY	82501-9491	Fremont	US	Unknown/ Farm (Irrigated or Dry)	-108.37264	43.09904
98620	717 LOUGH DR RIVERTON WY 82501	Unservd	0601DG37K5D0H84L0JHIC	717 LOUGH DR	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.36335	43.07182
91589	647 LOUGH DR RIVERTON WY 82501-6430	Unservd	06064Y4HZ6FHMZ4Z8W3J18	647 LOUGH DR	RIVERTON WY	82501-6430	Fremont	US	Unknown/ Misc Residential Improvement	-108.36335	43.07182
102191	220 HUTCHINSON RD RIVERTON WY 82501-8979	Unservd	0602B0CDY1PK7E66H9ZWCY	220 HUTCHINSON RD	RIVERTON WY	82501-8979	Fremont	US	Unknown/ Misc Residential Improvement	-108.33835	43.113721
113384	103 PRAIRIE BREEZE RD RIVERTON WY 82501	Unservd	0606MGSQRWGR0Y8ZKZY2Z	103 PRAIRIE BREEZE RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.56679	43.10316
97714	41 DALLEY RD RIVERTON WY 82501	Unservd	06014G8OQTYL78D7DOOQM2X	41 DALLEY RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.3898	43.07981
101236	36 BLACKFOOT AVE RIVERTON WY 82501-8737	Unservd	06023CCELBH18720N3J1RAA	36 BLACKFOOT AVE	RIVERTON WY	82501-8737	Fremont	US	Unknown/ Misc Residential Improvement	-108.35241	43.048293
108673	14 PRAIRIE BREEZE RD RIVERTON WY 82501	Unservd	06048MYALF07D65JUTNQLJA	14 PRAIRIE BREEZE RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.55331	43.102103
105848	10 PRAIRIE BREEZE RD RIVERTON WY 82501	Unservd	0603DQSGDDH91QMIDC35F25	10 PRAIRIE BREEZE RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.55272	43.102557
119240	12208 US HIGHWAY 26 RIVERTON WY 82501-9254	Underserved	0607587YU15IEPM48VSNKZ	12208 US HIGHWAY 26	RIVERTON WY	82501-9254	Fremont	US	Unknown/ Misc Residential Improvement	-108.56461	43.10799
106005	2637 COOPER RD RIVERTON WY 82501	Underserved	06037FC59JIXLJLYFOFY9Q	2637 COOPER RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.43215	43.040698
127020	2870 COOPER RD RIVERTON WY 82501	Underserved	06071NSVSRXK1Z6YKL38Y9	2870 COOPER RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.43215	43.040698
112303	12660 US HIGHWAY 26 RIVERTON WY 82501-9258	Unservd	06054M53DPSP567UNPVVFF	12660 US HIGHWAY 26	RIVERTON WY	82501-9258	Fremont	US	Unknown/ Misc Residential Improvement	-108.4946	43.077507
114706	2920 E MONROE AVE RIVERTON WY 82501	Underserved	0605VTO4OOKBZF5KNFCA20	2920 E MONROE AVE	RIVERTON WY	82501	Fremont	US	Unknown/ Petroleum & Gas Wells (misc.)	-108.35395	43.01917
102194	643 LOUGH DR RIVERTON WY 82501-6430	Unservd	0602D28FNOZDPM4I98L40	643 LOUGH DR	RIVERTON WY	82501-6430	Fremont	US	Unknown/ Misc Residential Improvement	-108.36335	43.071849
103767	16 VISTA DR RIVERTON WY 82501-9271	Unservd	060256IUI8SD3D7FUGI0LR	16 VISTA DR	RIVERTON WY	82501-9271	Fremont	US	Unknown/ Misc Residential Improvement	-108.54287	43.10133
116454	22 ORIOLE LN RIVERTON WY 82501-9434	Unservd	0606D048AKFRJXQKZKW00	22 ORIOLE LN	RIVERTON WY	82501-9434	Fremont	US	Unknown/ Misc Residential Improvement	-108.35652	43.060818
110351	25 BURMA RD RIVERTON WY 82501	Unservd	0604NA86DEIRA3B54Z9Q5R	25 BURMA RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.38194	43.085626
114054	55 PRAIRIE BREEZE RD RIVERTON WY 82501	Unservd	0605OWHTX4348MD4P8W18A	55 PRAIRIE BREEZE RD	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.56062	43.102842
104488	98 BEE RD RIVERTON WY 82501-8824	Unservd	0602ZF7HEHL609B1160TT	98 BEE RD	RIVERTON WY	82501-8824	Fremont	US	Unknown/ Misc Residential Improvement	-108.31561	43.099259
111510	124 BEE RD RIVERTON WY 82501-8817	Unservd	0604ZCAR08P1URPKW54E107	124 BEE RD	RIVERTON WY	82501-8817	Fremont	US	Unknown/ Farm (Irrigated or Dry)	-108.31538	43.096117
116009	812 BETH DR RIVERTON WY 82501	Unservd	06068WMWAAQVQJING02K9J	812 BETH DR	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.43449	43.032369
114539	43 ARROYO LN RIVERTON WY 82501	Unservd	0605TX9GRN78FR6H89J1AM	43 ARROYO LN	RIVERTON WY	82501	Fremont	US	Unknown/ Misc Residential Improvement	-108.51637	43.078683
95388	17 WHITE EAGLE DR RIVERTON WY 82501	Unservd	0600HH2TP3A7145ZP18WEX	17 WHITE EAGLE DR	RIVERTON WY	82501	Fremont	US	Unknown	-108.4062	43.034183
106393	3577 W MAIN ST RIVERTON WY 82501	Unservd	0603J47MXXWJ72ZHQQE6Z	3577 W MAIN ST	RIVERTON WY	82501	Fremont	US	Unknown	-108.43921	43.035198
110009	1425 COWBOY LN RIVERTON WY 82501-8905	Unservd	0604JYHTXPWBWHHSGFAJD	1425 COWBOY LN	RIVERTON WY	82501-8905	Fremont	US	Unknown	-108.43089	43.047029
117490	2420 ROSE LN RIVERTON WY 82501-2270	Unservd	0606NFH661XW79HKKB65FJ	2420 ROSE LN	RIVERTON WY	82501-2270	Fremont	US	Unknown	-108.42192	43.035903
117550	3540 W MAIN ST RIVERTON WY 82501-9230	Unservd	060605382QV90WJDB9L8AB	3540 W MAIN ST	RIVERTON WY	82501-9230	Fremont	US	Unknown	-108.43858	43.034901
115022	1010 DAY DR RIVERTON WY 82501	Unservd	0605TYQG6W17TJQGW87B08	1010 DAY DR	RIVERTON WY	82501	Fremont	US	Unknown	-108.42313	43.034969
110840	11007 HIGHWAY 789 RIVERTON WY 82501	Unservd	06045C3KRNBP9U8PO53NL	11007 HIGHWAY 789	RIVERTON WY	82501	Fremont	US	Unknown	-108.3671	43.094699
93606	3615 W MAIN ST RIVERTON WY 82501	Unservd	0600002Q8MOC5NTWYNT1E	3615 W MAIN ST	RIVERTON WY	82501	Fremont	US	Unknown	-108.43933	43.034538
113542	65 SIENNA LN RIVERTON WY 82501-8869	Unservd	0605JWBRCN2YUOZ4QKQK	65 SIENNA LN	RIVERTON WY	82501-8869	Fremont	US	Unknown	-108.51023	43.072009
104218	57 RIVERVIEW CUTOFF RIVERTON WY 82501-9279	Unservd	0602WX7ZELR8R8ICIDZU	57 RIVERVIEW CUTOFF	RIVERTON WY	82501-9279	Fremont	US	Unknown	-108.54764	43.095589
94629	3075 COOPER RD RIVERTON WY 82501-8902	Unservd	06009G11FFZUWXXAFB50N	3075 COOPER RD	RIVERTON WY	82501-8902	Fremont	US	Unknown	-108.43391	43.039163
102936	1429 COWBOY LN RIVERTON WY 82501	Unservd	0602JZKVCFFMZ01FKZK6G	1429 COWBOY LN	RIVERTON WY	82501	Fremont	US	Unknown	-108.43034	43.047185
104600	12175 US HIGHWAY 26 RIVERTON WY 82501	Unservd	06030YPOSMLUNGNEAWDHSDW	12175 US HIGHWAY 26	RIVERTON WY	82501	Fremont	US	Unknown	-108.56974	43.111306
102968	3520 W MAIN ST RIVERTON WY 82501-9230	Unservd	0602KAIKR8UB2QZFYA3E3	3520 W MAIN ST	RIVERTON WY	82501-9230	Fremont	US	Unknown	-108.4383	43.034519
99594	32 GLEN DR RIVERTON WY 82501	Unservd	0601NBLD69VJH8JSPFNA	32 GLEN DR	RIVERTON WY	82501	Fremont	US	Unknown	-108.38692	43.096247
118209	3615 HIGHWAY 26 RIVERTON WY 82501	Unservd	0606LXXKYLZGUXPX98JWR8	3615 HIGHWAY 26	RIVERTON WY	82501	Fremont	US	Unknown	-108.43967	43.034978
114354	179 MUSKRAT LN RIVERTON WY 82501	Unservd	0605S012SR3JFLHU3ZU0D34	179 MUSKRAT LN	RIVERTON WY	82501	Fremont	US	Unknown	-108.41178	43.067921



STRATEGY COMMITTEE REPORT



Scope of Work for CBEA-Council Partnership Fiscal Year 2025

Purpose. The purpose of this Scope of Work is to outline the collaborative relationship between the Wyoming Business Council (Council) and the University of Wyoming’s Center for Business and Economic Analysis (CBEA) to address key economic challenges and drive evidence-based policy, leadership, and funding decisions. The aim is to leverage the expertise of the CBEA to provide continuous and ongoing support in pursuit of the Council’s mission to lead economic growth to build resilient communities and create opportunities for people to thrive.

Responsibilities of the CBEA. The CBEA agrees to:

- Identify Binding Constraints: CBEA will conduct comprehensive quantitative and qualitative analyses to identify key factors impeding economic growth within the state. This includes but is not limited to labor market dynamics, industry trends, regulatory barriers, and infrastructure shortcomings.
- Provide Economic and Statistical Analysis: CBEA will deliver high-quality economic and statistical analyses to support evidence-based policy formulation. This will involve examining trends, forecasting economic indicators, evaluating policy impacts, and assessing the efficacy of proposed interventions.
- Support Solution Development: CBEA will actively engage with WBC, outside agencies and third-party contractors, to translate analytical insights into actionable policy, leadership, and funding recommendations. This may involve providing scenario analyses, cost-benefit assessments, and policy briefs to guide decision-making processes.
- Maintain Proactive Workstream Integration: CBEA will continue to actively participate in any existing and/or newly established workstreams.

Potential Deliverables.

- Annual Growth Perspective
- Policy Briefs
- Specialized Studies
- Quarterly economic forecasts for Wyoming using Moody’s Analytics
- Ad-hoc estimates and analyses to support rapid hypothesis testing

Collaboration Mechanisms.

- Points of Contact.
- Regular Meetings. The Council and CBEA will hold regular meetings to discuss ongoing projects, review progress, and prioritize future analyses based on evolving economic conditions and policy priorities.



- Data Sharing.
- Stakeholder Engagement. The Council and CBEA may collaborate with other state agencies, industry associations, academic researchers, and community organizations as appropriate to gather insights and promote collaboration in addressing economic challenges.
- Provide support to the Council on an updated economic growth perspective.
- Work together with the Council and other contractors to provide support for strategic initiatives. This will include:
 - Maintaining an up-to-date understanding of the challenges the Council is working on in strategic workstreams and the data and analysis needs that can help address them. This may be accomplished by attending workstream meetings, monthly regular meetings, quarterly in-person working sessions, and ad hoc meetings as requested by the Council.
 - Gaining and maintaining a working understanding of the Problem Driven Iterative Adaptation approach.
 - Leveraging skillsets throughout the Department of Economics to perform and communicate ad-hoc analysis (not usually polished reports) to answer questions in a timely manner.
 - Maintaining a task and project management tracker and consistently communicating progress with the Council.
 - Scoping projects.
 - Performing data collection and analysis, including interpretations, visualizations, and recommendations.
 - Consistent communication with the Council.
 - Making presentations to the Council and others as requested by the Council.
 - Referring CBEA clients to Council Regional Directors as needed.
- Provide support to Council community outreach services as needed.

Responsibilities of the Council. The Wyoming Business Council agrees to:

- Pay Contractor in accordance with the research agreement.
- Collaborate with the Contractor for purposes of strategic data collection and analysis.



**ATTACHMENT A TO THE AGREEMENT BETWEEN
WYOMING BUSINESS COUNCIL
AND
UNIVERSITY OF WYOMING CENTER FOR BUSINESS AND ECONOMIC ANALYSIS (CBEA)**

FY 2025 Budget Table

Dedicated Research Economist and Access to CBEA Research Team: Salary and Benefits ²	Graduate Assistant Stipend ³	Subscription to Moody's Data and Analytics Package ⁴	Subtotal	UW Overhead ¹	Total Funding
TBD	\$28,923	\$24,400	TBD	TBD	TBD

1: The figures in this column include the indirect costs (also known as Facilities and Administrative (F&A) costs or “overhead”) pursuant to UW Regulation 9-2, and include costs incurred by an institution for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. The overhead cost for Sponsored Research, Sponsored Instruction, and Other Sponsored Activities funded by an agency or governmental subdivision of the state of Wyoming shall be twenty percent (20%). These figures are not binding upon the Council or the University under the terms of this Agreement.

2: The annual salary of the research economist is estimated at \$75,000 with a UW benefit rate of 36.6%. The cost of benefits is therefore \$27,450, which makes the total research economist compensation package equal to \$102,450. The personnel costs for access to the entire CBEA research team is \$xx.

3: The graduate assistantship includes a 9-month stipend of \$17,838, tuition/fees/health insurance of \$11,085. The total assistantship package is \$28,923.

4: The subscription to Moody's Data and Analytics package is used to assist in generating the Wyoming economic outlook and includes the Forecast Database + States + Alternative Scenarios and 5 user licenses. Click [here](#) for more details about the forecasting tool.

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
THREE ELEPHANT PUBLIC RELATIONS LLC**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, WY 82002 and Three Elephant Public Relations LLC (Contractor), whose address is: P.O. Box 1331, Jackson, WY 83001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide as-needed public relations and related communications services to the Council.
3. **Term of Contract.** This Contract is effective July 1, 2024, or when all parties have executed it (Effective Date), whichever is later. The term of the Contract is from the Effective Date through June 30, 2026. All services shall be completed during this term.

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, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred thousand dollars (\$200,000.00). 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.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A Scope of Work.
 - B. Support and advance communications, public and media relations, and outreach activities. Components of the proposal include communications planning, collateral development, social media management, campaign development and support, and team trainings.

- C. Contractor will design, implement and manage all aspects of the communications and outreach plan in coordination with the Wyoming Business Council Strategic Communications team and leadership.

6. **Responsibilities of Council.** The Council agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. Cooperate and collaborate with the Contractor on regular meetings to discuss public relations objectives and exchange information for the development of new content and public relations campaigns.

7. **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 books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor 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 Contractor which are pertinent to this Contract. The Contractor 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 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 all 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 in the performance of this Contract.
- I. Confidentiality of Information.** 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 the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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.
- J. Entirety of Contract.** This Contract, consisting of nine (9) 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.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** 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 arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- 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. 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.
- Q. 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.

- R. 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.
- S. 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 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. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. 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 violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. 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 and 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).
- V. 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.

W. 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.

- X. **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, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.
- Y. **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.
- Z. **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. 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.

AA. 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.

BB. Termination of Contract. This Contract may be terminated, without cause, by either party 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.

If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Council and after written notice to the Contractor, the Council may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Council.

CC. 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.

DD. Time is of the Essence. Time is of the essence in all provisions of this Contract.

EE. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

FF. 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.

GG. 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.

8. **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.

COUNCIL:
WYOMING BUSINESS COUNCIL

Joshua J. Dorrell, Chief Executive Officer

Date

Sarah Fitz-Gerald, Chief Strategy Officer

Date

CONTRACTOR:
THREE ELEPHANT PUBLIC RELATIONS LLC

Jessica Jaubert, Principal

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

THREE ELEPHANT

PUBLIC RELATIONS

TO: Amy Quick and Sarah Fitz-Gerald
Wyoming Business Council

FROM: Jessica Jaubert and Breann Bates
Three Elephant Public Relations

SUBJECT: Wyoming Business Council, Strategic Communications Proposal 2024 - 2026

SUMMARY

As the State of Wyoming's economic development agency, the Wyoming Business Council (WBC) leads economic growth to build resilient communities and create opportunities for people to thrive. Through leadership, policy, and investments, the Wyoming Business Council stands firmly upon Wyoming's heritage while advancing innovation, business creation, recruitment, and growth to build resilient communities and create opportunities to thrive. We envision a future where traditional Wyoming values and innovation go hand-in-hand to create opportunities so communities can confidently withstand economic uncertainties and continue to thrive for generations to come.

Outlined below is a blueprint communications and outreach work scope for the Wyoming Business Council. This proposal aims to support and advance strategic communications for the WBC.

- Communications Plan
- Collateral Development
- Social Media
- Campaign Development and Support

COMMUNICATIONS PLAN

Three Elephant Public Relations would construct, design, implement and manage all aspects of the communications and messaging plan in coordination with the Wyoming Business Council Communications team and leadership.

- Review and update the communications plan
- Identify strategic priorities and develop messaging that supports these priorities
- Identify key audiences and outreach strategies

COLLATERAL DEVELOPMENT

In building out the tools necessary for strategic communications and outreach, several digital and print collateral materials will need to be developed. This will likely include:

- Print Materials
 - WBC annual report
 - Annual BRC Report

- Talking points for strategic priorities
- Digital Materials
 - Monthly partner newsletters
 - Press release support
 - Updated Logo/Branding Guide (as needed)
 - Presentation templates (as needed)

Three Elephant has a graphic designer in-house and will draft, design, and implement any collateral needed for strategic outreach and communications. Design collateral needed for overall messaging and advertising will be the responsibility of the WBC.

Any additional graphic design/marketing needs required by WBC will need to be met outside Three Elephant Public Relations.

SOCIAL MEDIA

Three Elephant Public Relations will manage the Wyoming Business Council's social media channels in conjunction with the WBC, including designing campaigns, graphics, and captions that reflect messaging strategies. Three Elephant PR will work closely with the WBC to ensure a successful social media presence across all its platforms.

- Develop a social media strategy
- Manage social media channels in coordination with the WBC communications team
- Design necessary campaigns, graphics, and captions to reflect messaging strategies
- Track, review, and report on analytics to adjust strategy as necessary

CAMPAIGN DEVELOPMENT & SUPPORT

- Develop, launch, monitor, and review campaigns on various topics on WBC's strategic priorities across the state
- Identify key audiences, preferred channels
- Build relationships and partnerships with other state agencies, local stakeholders and leaders (WEDA, WAM, WCCA, Chambers, etc.)
- Opinion Piece/Sponsored post content

This may include external additional advertising costs with budgets approved prior by WBC.

TEAM TRAINING

- Develop and present annual public relations and "Forum Decorum" training to prep the WBC team in advance of large conferences or other group opportunities
- Legislative outreach, talking points, and conversation starters
- Media training

MEASURING SATURATION

Executed in tandem, the above communications and outreach strategy should result in the following measurable results:

- Audience Identification and Messaging: established new opportunities and audiences to share WBC’s message, along with increased awareness of WBC’s initiatives and accomplishments
- Establishment and engagement on digital channels
- Increase in the number of earned (unpaid) media hits
- An increase in participants in WBC’s initiatives and programs
- A positive change in public perception surrounding Wyoming’s economic opportunities and future growth

COST & DURATION

Communications and public relations work is fluid and changes based on needs, community and internal feedback, and unforeseen situations that need attention. The above scope of work is a blueprint for goals, intent, and strategy around communications and public relations. Work may change during this contract as long as it meets the intent of the original goals and scope of work and is agreed upon by both the client and Three Elephant Public Relations.

Three Elephant Public Relations proposes a budget, which is listed below. The contract between Three Elephant Public Relations and Wyoming Business Council covers the time period of July 1, 2024, to June 30, 2026. Either party can terminate this contract with thirty days’ notice.

The estimated cost for management and execution would be based on the scope of work and level of intensity.

Price per month: \$8,000.00

Not to exceed 200,000



SERVICES COMMITTEE REPORT

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
WYOMING WOMEN’S BUSINESS CENTER, INC.**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne WY 82002, and Wyoming Women’s Business Center, Inc. (Contractor), whose address is: P.O. Box 764, Laramie, WY 82073.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall conduct a range of activities collectively designed to remove barriers to the creation and development of small businesses owned and controlled by women, disadvantaged people, artists, and crafts-persons throughout Wyoming.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2024, through June 30, 2026. 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, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed six hundred one thousand, six hundred sixteen dollars (\$601,616.00). 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. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor’s performance and compliance with all of Contractor’s obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A, Scope of Work.

- B. Maintain authorized and professional staff, to include Data Management, Client Coordinator, Mental Health Counselor, Business Education Director, Marketing Coordinator, Outreach Coordinator, and other consulting capacity to provide assistance to target businesses and entrepreneurs throughout the State of Wyoming.
 - C. Ensure all activities related to small business assistance are coordinated with the efforts of the Council and entities identified by the Council wherever feasible to minimize duplication efforts.
 - D. Provide annual progress reports to the Council.
6. **Responsibilities of Council.** The Council agrees to:
- A. Pay Contractor in accordance with Section 4 above.
 - B. Refer to contractor any small businesses which come to the Council's attention which may qualify for and/or benefit from Contractor's services.
 - C. Designate a point of contact on Council staff to act as a liaison to the Contractor.
 - D. To the extent allowed by law, hold in confidence all information on the Contractor's clients which may be submitted to or shared with the Council as part of the Contractor's reporting obligations under this Contract.
7. **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 books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

The Contractor 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 Contractor which are pertinent to this Contract. The Contractor 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 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 all 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 in the performance of this Contract.
- I. Confidentiality of Information.** 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 the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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.

- J. Entirety of Contract.** This Contract, consisting of ten (10) pages and Attachment A, Scope of Work, consisting of one (1) page, 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.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** 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 arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- 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. 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.
- Q. 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.
- R. 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.
- S. 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 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. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. 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 violate any such restriction. The Contractor

shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

U. 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).

V. 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.

W. 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.

- X. 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, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.
- Y. 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.
- Z. 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. 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.
- AA. 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.
- BB. 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.

If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Council and after written notice to the Contractor, the Council may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Council; however, the Contractor shall be liable to the Council for the entire cost of replacement services for the duration of the Contract term.

- CC. 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.

DD. Time is of the Essence. Time is of the essence in all provisions of this Contract.

EE. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

FF. 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.

GG. 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.

COUNCIL:

Wyoming Business Council

Amy L. Grenfell, Chief Operating Officer

Date

Brandon Marshall, Services Director

Date

CONTRACTOR:

Wyoming Women's Business Center, Inc.

Wendy Fanning, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**ATTACHMENT A TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
WYOMING WOMEN’S BUSINESS CENTER, INC.**

SCOPE OF WORK

The Wyoming Women's Business Center (Contractor) shall be a principal agent for providing small business assistance and training for women, disadvantaged people and artists and crafts- persons in the following areas:

1. **Microloan Program:** Provide access to capital for budding entrepreneurs starting a microenterprise and existing small businesses looking to expand or grow. WWBC clients accessing the Microloan Program should have been denied financing through traditional means. Loan amounts range \$500 to \$50,000 for start-up or expanding small businesses located in the state of Wyoming. Loan terms can be flexible to meet borrowers' needs; however, most loan terms are 5-7 years at an interest rate of 9%-12%.
2. **Business Counseling and Education:** Assist target audience to develop their capacity for business planning and management; Assess the financial needs of each client and provide individualized counseling to ensure repayment of loans and success of small businesses.
2. **Workforce Upskilling:** Utilizing multiple online systems allowing tracking of client progress through education and training programming designed to increase entrepreneurial skill of clients, as well as online platform for training, increasing reach. Systems include DreamBuilder, MemberVault and Ascent platform.
3. **Works of Wyoming:** Fosters lifelong learning and ingenuity through personal consultations, programming, exclusive educational resources, and relevant online webinars that cultivate and expand an artist’s ideas and goals. Through WOW, direct artists to resources and educational opportunities that help them excel in their pursuits, regardless of their income, education, experience, or demographic location.
4. **The WWBC Artist Space:** Provide affordable space, shared offices and services, hands--on entrepreneurship training, market support and opportunity to sell in the WOW retail store.
5. **Networking and Outreach:** The WWBC collaborates with many partners throughout the state to provide monthly networking webinars or face-to-face workshops on a variety of business topics.

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
SOURCELINK**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15th St, Cheyenne, WY 82002, and SourceLink (Contractor), whose address is: 4747 Troost Avenue, Suite 123, Kansas City, MO 64110.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall use American Rescue Plan Act (ARPA) Revenue Replacement Funds to build out a digital searchable business resource database and Ecosystem Mapping consultation.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from May 9, 2024, through April 30, 2027. All services shall be completed during this term.
4. **Payment.**
 - A. The Council agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred thirty-four thousand, five hundred dollars (\$134,500.00). Payment shall be made in accordance with the pay schedule attached hereto as Attachment B and incorporated herein by reference. 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.
5. **Responsibilities of Contractor.** The Contractor agrees to completing and otherwise providing:
 - A. The construction and implementation of a digital, searchable business resource database complete with a user-friendly digital interface, Sourcelink Pro Service, The Resource Navigator Service, and SiteConnex Service.
 - B. Implementation services, including but not limited to technical support, help documentation, project management and support, and training services.

- C. Annual maintenance services, including but not limited to hosting, support, and updates to any project-related digital or database resources.
 - D. Any other product, service, or otherwise described in Attachment A.
6. **Responsibilities of Council.** The Council agrees to:
- A. Pay Contractor in accordance with Section 4 above.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Council shall notify the Contractor of any state or federal determination of noncompliance.
 - B. **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.
 - C. **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.
 - D. **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.
 - E. **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.

- F. 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.
- G. 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.
- H. 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.
- 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 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.
- J. 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.
- K. Administration of Federal Funds.** Contractor 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.

- L. **Copyright License and Patent Rights.** Contractor 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.
- M. **Federal Audit Requirements.** Contractor 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. Contractor 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, Contractor 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.** Contractor 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. Contractor 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.
- O. **Program Income.** Contractor 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.

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 books, documents, papers, electronic data, and records 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 twelve (12) pages; Attachment A, Service Agreement, consisting of six (6) page(s), and Attachment B, Allocation Plan consisting of one (1) page, 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.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** 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 arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- 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 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, computer programs, 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. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- 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 violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- 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.
- (v) 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 Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, 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.

(vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000.00 each occurrence.

(vii) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:

- (a) \$2,000,000.00 each occurrence; and
- (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- 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. 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.

COUNCIL:

Wyoming Business Council

Amy L. Grenfell, Chief Operating Officer

Date

Brandon Marshall, Services Director

Date

CONTRACTOR:

SourceLink

[Insert name and title of person signing for Contractor]

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date



R & D for your entrepreneurial community

SourceLink® Order Form & Service Agreement (“Agreement”)

SourceLink ProSM Service YES NO
 Account Setup Included

The Resource Navigator® Service YES NO
 Account Setup Included

SiteConnex® Service YES NO
 Account Setup Included
 *One-time only fee: includes system setup & consulting
 Geographic Area and/or Industry Sector State of Wyoming,
up to five regions, entrepreneurship support organizations
 Number of Authorized Users: (3)

Annual Maintenance Service YES NO
 Hosting, Support, Updates
 *Recurring annual fee starting year 2: hosting and updates

Implementation Services YES NO
 Technical Support (e-mail) Included
 Help Documentation Included
 Project Management & Support Up to 80 hours
first year
 Training Services (phone/webinar) Up to 12 hours
annually
(additional billed at \$50 per hour)

Additional Services
 API Service YES NO
 Est Travel Expenses: N/A (billed separately)

First Year Investment: \$85,500
Annual Renewal Investment: \$24,500
Effective Date: 4/1/2024

CUSTOMER INFORMATION:

Wyoming Business Council
 Organization Name (“Customer”)

Taylor Vignaroli (307) 214-0485
 Contact Name (“Designated Contact”) Phone

Lyndsay Orr (307) 777-2800
 Contact Name (“Billing Contact”) Phone

214 West 15th Street
 Mailing Address

Cheyenne WY 82002
 City State Zip Code

wbc-accounting@wyo.gov
 E-mail Address

 Signature of Duly Authorized Representative of Customer

 Name and Title Printed Date

The signature above indicates that Customer’s agreement to be bound by the Terms and Conditions which follow.

UNIVERSITY INFORMATION

The Curators of the University of Missouri, a public corporation, through its SourceLinkSM program, having offices at 4747 Troost Ave, Kansas City, MO 64110 (“University”).

 Signature

 Name and Title Printed Date



00588485-14747 Troost Ave, Kansas City, MO 64110 | 844-804-8775 | www.joinsourcelink.com

SourceLink® Standard Terms and Conditions

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 DEFINITIONS.

1.1 "Agreement" means (1) Order Form executed by University and a duly authorized signatory for Customer, and (2) the terms and conditions contained hereunder.

1.2 "Authorized User" means employees or designees of Customer who are authorized by Customer to use the administrative and/or "back-end" aspects of the Service solely on behalf and for the benefit of Customer and solely for Customer to provide a public database and/or listing of resources and for whom subscriptions to the Service have been purchased and who have been supplied user identifications and passwords by or on behalf of Customer (or, by University at Customer's written request).

1.3 "Customer Data" means all data, information and/or records stored, submitted or inputted by the public, Customer, or an Authorized User into or through the Service.

1.4 "Effective Date" is the date at the bottom of the Order Form which denotes when the SourceLink® Service(s) will be turned on for the Customer. The Annual Maintenance Service fee will be due on each anniversary of the Effective Date during the term of this Agreement.

1.5 "Order Form" means the document, substantially in the form of the cover page of this Agreement or as otherwise executed by University, by which Customer orders the Service and any additional software, product or service(s) from University. Each Order Form is subject to the terms and conditions of this Agreement. No Order Form shall be binding on University until accepted in writing by University. Moreover, Customer agrees that the terms and conditions set forth in this Agreement shall automatically be incorporated into any purchase order or future custom work order used by Customer in conjunction with the Agreement; that the terms of this Agreement are and shall be in lieu of all terms or conditions, express or implied, contained in Customer's purchase order; and that the terms and conditions of this Agreement shall control in the event of any conflict between this Agreement and the terms of conditions of any purchase order used by Customer in conjunction with this Agreement.

1.6 "Service(s)" means (i) the online, web-based application(s) provided by University via the Site, and (ii) any Updates thereto. Each Service that is being provided to Customer is defined on the Order Form and is indicated with a checkmark to the "yes" box. Services marked with a "no" box are not included in this Agreement.

1.7 "Site" means <https://my.joinsourcelink.com> and/or other designated websites as may be specified by University from time to time.

1.8 "Update(s)" means any modifications, enhancements, bug fixes, or other updates to the Service generally provided to the customers of University at no additional cost.

2 SUBSCRIPTION TO SERVICE.

2.1 Access to Service. Subject to the terms and conditions of this Agreement, University hereby grants to Customer, during the term, a limited, personal, non-exclusive, non-transferable, non-sublicensable license in the Geographical Area and/or Industry Sector as outlined on the Order Form to (i) access and use the Service, including in some cases, a public database and/or listing of resources and/or website; and (ii) permit Authorized Users to access and use the administrative "back end" aspects of the Service solely in connection with the performance of (i) during the term. Customer agrees that its license of the Service and any additional software or services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by University with respect to future functionality or features.

2.2 Geographic Area and/or Industry Sector. Customer shall have no right to use the Service outside of the Geographic Area and Industry Sector outlined in the Customer Order. Should Customer and University mutually desire to have additional Geographic Area and/or Industry Sector rights, an amendment to this Agreement may be drafted or new Agreement formed.

2.3 Authorized User Access. Except with the prior written consent of University, access to the administrative and "back-end" aspects of the Service will be limited solely to Authorized Users as determined by the Customer.

2.4 Authorized User Management. Customer acknowledges and agrees that, as between Customer and University, Customer is solely responsible and liable for all Authorized Users, including without limitation, the access and use of the Service and Authorized User's compliance with this Agreement. University will setup Customer with the first set of Authorized Users, then Customer Designated Contact will be trained and expected to manage all Authorized User accounts for Customer access to the Services. Customer shall be responsible for ensuring the security and confidentiality of all Authorized User account logins and passwords. Customer acknowledges that it will be fully and solely responsible for all liability incurred through use of any Authorized User and that any use of the Service by an Authorized User will be deemed to have been performed by Customer. Customer will be solely responsible for removing Authorized Users when individuals no longer require access to the Service. Customer shall notify University immediately of any suspected theft, loss or fraudulent use of any Authorized User accounts.

2.5 Additional Authorized Users. Authorized User accounts cannot be shared or used by more than one individual person. Authorized Users will be designated, removed and reassigned by Customer Designated Contact. Additional Authorized Users beyond the number outlined in the Order Form must be approved in writing by the University and may cause Customer to incur additional fees.

3 IMPLEMENTATION SERVICES.

3.1 Implementation Services. The Parties shall work together in good faith to deploy and configure the Service for Customer, including without limitation, providing all reasonable configuration, implementation, and project management relating to the Service as set forth under the Implementation Services on the Order Form. Customer will provide any and all necessary information and assistance to University, including without limitation access to Customer's facilities, hardware and equipment, as reasonably requested by University in order to facilitate the performance of the Implementation Services. The fees for the Implementation Services will be as set forth in the Order Form. The Implementation Services are limited to training and assistance in the operations and use of University's Service.

3.2 Technical Support. Customer agrees that University's Technical Support will be for questions provided by e-mail to help@joinsourcelink.com. Customer will be provided individualized phone and/or webinar Training Services as provided for in the Customer Order. Additional Training Services will be approved beforehand by Customer Designated Contact and billed at the rate specified in the Order Form under Implementation Services, Training Services. Phone support will be provided 8:30am until 5pm central standard time. Technical support services do not include assistance with computer operations, including but not limited to, basic operations of the computer, system or application software not provided by University, and/or peripheral equipment help. University is not responsible for any training on or support of University's Service that may be required as a result of Customer changes to Customer's computer and/or business operations subsequent to the initial installation and training originally provided by University. University only supports the Google Chrome browser for use with Services.

3.3 License for Documentation Manuals, Templates, and Guides. In some cases, documentation manuals, templates, and guides may be provided by University to Customer ("University Provided Materials") to assist with the development of the Service. University grants to Customer, during the term of this Agreement, a non-exclusive license to access and make copies of such University Provided Materials solely for Customer's own internal use. Customer agrees that such University Provided Materials are for Customer's sole use in establishing and maintaining the Service, and that Customer shall not in any way reproduce, distribute, or prepare derivative works in such University Provided Materials without the prior written permission from the

University. Within thirty (30) days of the date of termination or expiration of this Agreement, Customer shall destroy all copies of University Provided Materials.

3.4 License to Use Marks. During the term of this Agreement, University grants to Customer a revocable, non-exclusive, non-transferable, limited license to display and use the Marks solely in connection with the establishment, maintenance, and promotion of the Services. "Marks" means the solely the trademarks or services marks associated with the Services, which may include, as applicable "SourceLink" "The Resource Navigator" "Resource Navigator" "SourceLink Basic" "SourceLink Pro" "SourceLink Enterprise" "SiteConnex" "Resource Rail" "SourceFinder". Customer agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by University. Customer agrees that the nature and quality of services rendered by Customer in connection with the Marks shall conform to standards set by and be under the control of University. All use of the Marks by Customer at all times shall inure to the benefit of and be on behalf of University.

4 USE OF THE SERVICE.

4.1 Prohibited Uses. Except as expressly provided in this Agreement, Customer and Authorized User(s) will not: (i) make any copy, reproduction or derivative work of any of the Service; (ii) make any copy or derivative work of or modification to any of the documentation for the Service; (iii) sell, assign, convey or otherwise transfer its rights to use the Service; (iv) sublicense the Service to any third party or otherwise allow any other person or entity to access or use the Service other than Authorized Users; (v) decompile, disassemble, reverse engineer, or modify in any way, any of the Service; (vi) reconfigure, use or redeploy the Service and/or Services in a manner not expressly authorized by University; and/or (vii) remove, alter or obscure any proprietary notice or legend of University, its suppliers or licensors upon any and all copies of the Service. Customer will immediately notify University if Customer becomes aware of any violation of the terms of this Agreement and may take remedial action in the event of such violation in its sole discretion, including but not be limited to suspension of the Service hereunder or termination of this Agreement.

4.2 Data Storage. The Service allows Authorized Users to transmit, upload and store Customer Data. University will maintain reasonable efforts to store Customer Data provided under this Agreement, including regular onsite and offsite backups. However, University assumes no responsibility and shall have no liability for loss, damage or errors with respect to Customer Data.

4.3 Appropriate Customer Data. Customer Data shall not (i) be defamatory, harmful to minors, obscene, indecent, pornographic, libelous, threatening, offensive, or harassing; (ii) contain or cause to be placed any worms, viruses or programming routines intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or personal information; (iii) be materially false, misleading or inaccurate; (iv) violate any Federal, state or local laws or regulations; or (v) use the Services to store any social security, credit card, or banking, information. University may take remedial action should Customer or any of its Authorized Users violate this Section, and such remedial action may include, but shall not be limited to, suspension of Services hereunder or termination of this Agreement.

4.4 Customer Responsibilities. Customer acknowledges that University's ability to deliver the Implementation Services, and any other Services selected by Customer on the Order Form, is dependent upon Customer's full and timely cooperation with University, as well as the accuracy and completeness of any information and data Customer provides to University. University may adjust the delivery and performance schedule set forth in the Order Form due to any act, omission or failure by Customer to provide such information and/or assistance. University shall not be liable for any costs, expenses or liabilities resulting from the acts or omissions in Customer-provided information or delays to the delivery schedule caused by Customer or resulting from Customer's failure to fulfill any of its obligations under this Agreement or the Order Form.

4.5 Customer Designated Contact. Customer shall appoint an employee of the Customer's organization to serve as the Designated Contact set forth on the Order Form. The Designated Contact shall serve as primary contact between Customer and University and to receive Services. Customer's support inquiries will be initiated exclusively through the Designated Contact, and University shall have no obligation to respond to inquiries otherwise initiated. Customer Designated Contact shall be responsible for managing Authorized Users as set forth in Section 2.4. Customer is responsible for informing University of any changes to Designated Contact information.

4.6 Customer Billing Contact. Customer shall appoint an employee of the Customer's organization to serve as primary contact between Customer and University for all billing, invoicing, and payment matters ("Billing Contact" on the Order Form). Customer is responsible for informing University of any changes to Billing Contact information.

4.7 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance or local telephone service (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment is compatible with the Service and complies with all configurations and specifications provided by University, which may be amended from time to time. Customer will be responsible for accessing all Services using an up to date version of the Google Chrome browser.

5 FEES & PAYMENT.

5.1 Payment, Fees, and Travel Expenses.

5.1.1 All payments to University pursuant to this Agreement shall be in U.S. dollars. Customer agrees to inform University when billing processes or information changes. All payments made by Customer to University are non-refundable.

5.1.2 Unless otherwise stated in the Order Form, payment is due immediately upon receipt of the invoice by Customer. The First Year Investment is set forth on the Order Form and is a one-time expense to setup and install Services. Fees for the Annual Maintenance Service will be annually due on each anniversary of the Effective Date listed on the Order Form.

5.1.3 Travel Expenses incurred by University will be billed to Customer separately after travel occurs. All estimated travel expenses will be approved in writing by Customer's Designated Contact beforehand. It is the Customer's responsibility to notify University of the Customer's travel reimbursement policy before anticipated travel occurs. If no guidance is given to University, University will use rates and expenditure policies set forth in the University of Missouri Travel and Expense Policy 22603, available here: <https://www.joinsourcelink.com/travelpolicy> and Customer will be responsible for amounts set forth therein.

5.2 Revisions. All fees may be revised by University at any time, upon forty-five (45) days prior written notice to Customer.

5.3 Nonpayment. Any amount not received by University when due and not disputed in good faith shall be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. If Customer's account is overdue (except with respect to charges disputed in good faith), in addition to any of its other rights or remedies, University reserves the right to suspend the Service provided to Customer and its Authorized Users, without liability to Customer, until such amounts are paid in full.

6 PROPRIETARY RIGHTS.

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, University reserves all rights, title and interest in and to the Service, Marks, University Provided Materials (including without limitation all ownership of derivative works or customizations thereof -- whether made for or at the direction of Customer) and including all intellectual property and proprietary rights therein. Customer acknowledges that no rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Customer Data. As between University and Customer, Customer exclusively owns all rights, title and interests in and to all Customer

Data. Notwithstanding the foregoing, during the term of this Agreement and thereafter, University reserves the right to anonymously aggregate the non-public Customer Data to demonstrate program impact and provide statistics on activity in the region and nation. Only non-identifying information will be collected and disclosed in respect to such non-public Customer Data unless otherwise required by applicable law. Customer grants University a perpetual, royalty-free right to use, reproduce, perform, display, modify, and create derivative works with any Customer Data that is provided to the public using the Services.

6.3 Ownership of Concept Changes, Innovations, Improvements. If Customer develops or suggests an innovation or improvement that University decides, at its sole discretion, to implement or incorporate into the Service (either temporarily or permanently), Customer hereby assigns ownership of the innovation or improvement, including all intellectual property rights therein, to University without additional compensation and will execute any documents reasonably required by University to effectuate the assignment thereof. The sole consideration for the assignment will be University giving Customer recognition and credit for the innovation or improvement in announcing it to members of the SourceLink® network. Any modifications to the Services made by Customer, regardless of purpose, shall be owned by the University. Customer hereby assigns ownership of such modifications to University without compensation and will execute any documents reasonably required by University to effectuate the assignment thereof.

7 INDEMNIFICATION.

7.1 Indemnification. During the term of this Agreement and thereafter, Customer shall defend, indemnify and hold University, its current and former agents, and employees harmless from and against any claim, proceeding, suit, demand, expense, loss, penalty, judgment, or liability of any kind whatsoever, including costs, expenses and reasonable attorneys' fees, resulting from, related to, arising out of, or in connection with (i) the Customer Data and/or (ii) Customer's or any Authorized User's use of the Service and/or the University Provided Materials, including the results obtained therefrom, and/or (iii) the exercise of any Customer's rights under this Agreement, including any use of the Services.

8 WARRANTY DISCLAIMERS, DAMAGES EXCLUSIONS, AND LIMITATIONS OF LIABILITY

8.1 Disclaimer. THE SERVICES, UNIVERSITY PROVIDED MATERIALS, AND MARKS ARE PROVIDED "AS IS." UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, RESULTS, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES, UNIVERSITY PROVIDED MATERIALS, OR MARKS. UNIVERSITY ALSO MAKES NO WARRANTIES THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. UNIVERSITY MAKES NO WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH OR RESULTS OBTAINED THROUGH USE OF THE SERVICE OR UNIVERSITY PROVIDED MATERIALS, AND UNIVERSITY SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION OR RESULTS.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL UNIVERSITY HAVE ANY LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS FOR ANY LOST PROFITS, REVENUE, OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Limitation of Liability. IN NO EVENT SHALL UNIVERSITY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR

RELATED TO THIS AGREEMENT, WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING UNDER THIS AGREEMENT FROM TIME TO TIME, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE LICENSE FEES PAID BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE FIRST CLAIM BROUGHT HEREUNDER.

8.4 Essential Basis of the Bargain. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

9 TERM & TERMINATION.

9.1 Term. The term of the Agreement shall commence on the Effective Date as determined by University on the Order Form, and shall continue for a period of three (3) years.

9.2 Termination without Cause. University may elect to terminate this Agreement at any time with a thirty (30) day written notice of termination.

9.3 Termination for Cause. Either Party may terminate this Agreement for cause: (i) upon written notice to the other Party in the event of a material breach of this Agreement by the other Party which remains uncured thirty (30) days after receipt of written notice thereof; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such petition or other proceeding is not dismissed within ninety (90) days of the filing thereof. 9.4 Effect of Termination. Upon any termination or expiration of this Agreement, the rights and licenses granted hereto to Customer and any of its Authorized Users shall terminate and Customer shall (i) immediately discontinue all use of the Services; and (ii) promptly pay all amounts due and owing hereunder; and (iii) within thirty (30) days destroy all copies of the University Provided Materials. Upon any expiration or termination of this Agreement and for thirty (30) days thereafter, University agrees to reasonably cooperate with Customer in the transfer of any Customer Data in an electronic, industry-standard format mutually agreed upon by the Parties. In the event that such transfer requires customized work by University, University may elect to perform such work and Customer shall pay University for such work at the hourly rate of \$150 an hour.

9.5 Survival. The provisions of Sections 1, 5, 6, 7, 8, 9.4, 9.5, and 10 shall survive expiration or termination of this Agreement for any reason.

10 MISCELLANEOUS.

10.1 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. 10.2 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

10.3 University Name. Customer agrees not use the name or logo of the University of Missouri at Kansas City or The Curators of the University of Missouri in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or to use the name of any University faculty member, employee, or student or any trademark, service mark, trade name, or symbol of University, without University's prior written consent.

10.4 Choice of Law and Venue. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Missouri. Any action to enforce the provisions of the Agreement shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. Customer irrevocably submits to the jurisdiction of

such courts in any such action or proceeding. Customer further irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any court that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

10.5 Sovereign Immunity. The Parties agree that nothing in this Agreement is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to University under governmental or sovereign immunity laws from time to time applicable to University.

10.6 Press. University may disclose the existence of this Agreement and the identity of Customer in a press release, on-line, or otherwise, and on the University's website.

10.7 Force Majeure. Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the Party. Such causes shall include, without limitation, war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication, electric current, Internet service provider or hosing facility failures or delays involving hardware, software or power systems, denial of service attacks; incompatibility of Customers' equipment or software with the Service; acts or omissions of vendors or suppliers; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies, and the like. Notwithstanding the foregoing, each Party acknowledges and agrees that the foregoing does not operate so as to excuse it from prompt payment of any and all sums due by it to the other in accordance with terms and conditions of this Agreement.

10.8 Notices. All notices which any Party is required or may desire to give any other Party under this Agreement shall be given by addressing the communications to the address set forth on the Order Form, and may be given by the U.S. Postal Service mail, facsimile or electronic mail to a designated mailbox set forth on the Order Form. Such notices shall be deemed given on the date of receipt or refusal of delivery of such notice.

10.9 Waiver & Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Except as expressly stated herein, the remedies provided herein are cumulative, and are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

10.10 Severability. If any provision of this Agreement, whether in the form of a word, phrase, sentence, paragraph, clause or combination of the same, is found by a court or tribunal of competent jurisdiction to be invalid, illegal, unenforceable or void for any reason whatsoever in any jurisdiction ("Invalid Provision"), then the Parties shall substitute, by mutual consent, one or more valid provisions ("Substituted Provisions") for the Invalid Provision. The Substituted Provisions shall best reflect the original intent of the Parties and in their economic effect shall be sufficiently similar to the Invalid Provision such that it can be reasonably assumed that the Parties would have entered into this Agreement with the Substituted Provisions. In case Substituted

Provisions cannot be agreed upon, the declaration or rendering of the Invalid Provision of this Agreement being invalid, illegal, unenforceable or void shall not affect the validity of this Agreement as a whole, unless the Invalid Provision is of such essential importance, either alone or in combination with other provisions, to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the Invalid Provision.

10.11 No Assignment. Customer agrees that this Agreement shall not be assigned or transferred and that any attempt on its part to assign or transfer this Agreement or any of its rights or obligations under this Agreement shall be null and void. Customer further agrees that University may freely assign this Agreement and/or payments due under this Agreement without further permission or approval.

10.12 Equitable Relief. In the event Customer or any of its Authorized Users breach or threaten to breach any provision of this Agreement, University shall have the right, in addition to any other remedies available to it, to seek injunctive or other equitable relief to enjoin such acts, without posting of bond or showing of actual damages, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

10.13 Non-Compete. Customer acknowledges that University will provide Customer with confidential and proprietary information ("Confidential Information") owned by University. Confidential Information means any and all information not generally known to the public, whether or not patentable or susceptible to any other form of legal protection, that is identified or designated by University as being confidential or which, in light of the circumstances under which it was disclosed, whether oral or written, is reasonably apparent to Customer to be considered confidential or proprietary by University, including but not limited to invention disclosures, non-public information, including but not limited to concepts, designs, processes, specifications, schematics, equipment, processing, techniques, technical information, drawings, diagrams, software (including source code), hardware, control systems, research, test results, manuals, trade secrets, commercialization studies, market studies, business plans received by Customer from University except to the extent Customer can prove by written documentation that such information:

- a) was in the public domain at the time of disclosure;
- b) later became part of the public domain through no act or omission or breach of this Agreement by Customer, its employees, agents, successors or assigns;
- c) was lawfully disclosed to Customer by a third party having the right to make such disclosure;
- d) was already known by Customer at the time of disclosure;
- e) was independently developed by Customer without the aid, use or application of Confidential Information received from University and such independent development can be properly demonstrated by Customer; or
- f) is required by law or regulation to be disclosed.

10.14 Customer recognizes that such Confidential Information could thereafter easily be used by Customer or others to compete with University to University's detriment. Customer therefore agrees that it will hold all information given by University to Customer in strict confidence and will not disclose any such information to any other person or entity. Customer also therefore agrees that, during the term of this Agreement and for a period of three (3) years following the termination or expiration of this Agreement for any reason, Customer will not own, operate, become employed by, or assist in the ownership or operation of a SourceLink® network (except during the term of this Agreement pursuant to the terms hereof), any business or enterprise similar to the Service, or any business or enterprise utilizing the confidential and proprietary information given to Customer by University. Customer expressly agrees that University may enforce the provisions of this Section 0 by injunctive relief and specific performance.

10.14 Website. When SiteConnex® forms part of the Services as set forth on the Order Form, Customer will be provided a template website where the logo and color scheme may be customized. The website may also include starter content from University that the Customer can change. University will assist Customer with the initial setup and installation of the website template; however Customer will be solely responsible for the ongoing maintenance and upkeep of existing and any new online content following the launch of the website (including, but not limited to, blog posts, events in the calendar system, rotator images/text, and all content pages). Additional features beyond the scope of the template website may cause Customer to incur additional fees. Customer agrees to adhere to a reasonable privacy policy on Customer's website, which is no less protective of user data than the privacy policy included on the SourceLink® website.

10.15 API Use & Access. When API forms part of the Services as set forth on the Order Form, University's sole obligation shall be to provide Customer with an API account for access. Customer will be responsible for selecting and entering into a separate agreement with a third party vendor for any API development to which the University is not a party. From time to time, University may update the API Service. Such Updates will be communicated to the Customer. Customer will be responsible for communicating any Updates to any third party vendor.

10.16 Entire Agreement / No Oral Modification. This Agreement, including all addenda hereto and the Order Form, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any addendum hereto or any Order Form, the terms of this Agreement shall prevail.

10.17 Certification. If this Agreement has a total potential value of \$100,000 or more, and if Customer is a company with ten (10) or more employees, then Customer certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

**Contract Between Wyoming Business Council and SourceLink:
Attachment B - Allocation Plan**

Section 1. Purpose. This document outlines the allocation plan from that subaccount for services provided by SourceLink to the Wyoming Business Council for the Entrepreneurial Ecosystem Mapping project as described in the incorporated Agreement between the Council and Sourcelink.

Section 2. Disbursement Amounts.

- (a) Stage 1: \$42,750
- (b) Stage 2: \$42,750
- (c) Stage 3: \$24,500
- (d) Stage 4: \$24,500

Section 4. Disbursement of Funds.

- (a) Funds will be disbursed in stages as set forth below and upon receipt of invoice to the Wyoming Business Council:
 - (i) Stage 1 – will be paid upon execution of the Agreement
 - (ii) Stage 2 – will be paid upon completion and the successful construction of a digital, searchable business resource database complete with a user-friendly digital interface, Sourcelink Pro Service, The Resource Navigator Service, and SiteConnex Service.
 - (iii) Stage 3 – will be paid one year from the execution of the Agreement
 - (iiii) Stage 4 – will be paid two years from the execution of the Agreement

**CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL AND
SILICON COULOIR**

1. **Parties.** The parties to this Contract are Wyoming Business Council (Council), whose address is: 214 W 15th St. Cheyenne, WY 82002, and Silicon Couloir (Contractor), whose address is: 140 East Broadway Suite 25 Jackson, WY 83001.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide statewide startup business incubation services.
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 June 30, 2026. 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, Scope of Work and Deliverables, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed eight hundred and sixty-five thousand, three hundred and forty eight dollars (\$865,348.00). Payment shall be made in one initial payment of two hundred and ninety thousand dollars (\$290,000.00) for program design, then paid monthly as the contractor incurs costs of program implementation. 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. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A, Scope of Work and Deliverables.

6. **Responsibilities of Council.** The Council agrees to:
- A. Pay Contractor in accordance with Section 4 above.
 - B. Should it be necessary, the Wyoming Business Council will provide staff time for brainstorming, review, and feedback to Silicon Couloir during the design process.
7. **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 books, documents, papers, electronic data, and records 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 all 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 in the performance of this Contract.
- I. Confidentiality of Information.** 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 the Contractor unless written permission is granted by the Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor 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.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Scope of Work and Deliverables, consisting of two (2) 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.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** 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 arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- 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. 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.
- Q. 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.
- R. 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.

- S. 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 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. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.
- T. 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 violate any such restriction. The Contractor shall defend and indemnify the Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. 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).
- V. 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.

W. 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.

(v) 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 Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, 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.

(vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000.00 each occurrence.

(vii) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic

information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:

- (a) \$2,000,000.00 each occurrence; and
- (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- X. 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, shall identify the Council as the sponsoring Council and shall not be released without prior written approval from the Council.
- Y. 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.
- Z. 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. 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.
- AA. 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.
- BB. 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. If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Council and after written notice to the Contractor, the Council may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Council; however, the Contractor shall be liable to the Council for the entire cost of replacement services for the duration of the Contract term.

- CC. 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.
- DD. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- EE. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- FF. 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.
- GG. 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 Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Council within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Council.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **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.

COUNCIL:
WYOMING BUSINESS COUNCIL

Joshua J. Dorrell, Chief Executive Officer

Date

Amy L. Grenfell, Chief Operating Officer

Date

CONTRACTOR:
Silicon Couloir

[Insert name and title of person signing for Contractor]

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**ATTACHMENT A TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL AND
SILICON COULAIR**

SCOPE OF WORK AND DELIVERABLES

The Contractor agrees to provide the following services:

PHASE I. The primary objective of this scope of work is to conduct a comprehensive gap analysis of Wyoming's startup ecosystem, develop a scalable and sustainable model for phased statewide entrepreneurial support, and enhance collaboration among ecosystem partners. To ensure that The Contractor's efforts and resources are directed towards the most impactful areas, the initial phase (Phase I) may concentrate on specific Wyoming communities as determined by The Contractor. The selection of these communities may be based on a community's readiness for startup business support. Factors for this readiness include, but are not limited to, the presence of community assets, local engagement and community stakeholder involvement in supporting startups, the level of startup business activity, and any other criteria that The Contractor considers significant. Thus, any of the Phase I scope of work or deliverables may be focused on those communities deemed most ready for additional startup business support. Phase I scope of work and deliverables shall be completed within twelve (12) months of contract execution, unless otherwise amended.

Phase I scope of work:

- I. Gap Analysis and Engagement:
 - a. Conduct a thorough analysis to identify gaps and opportunities within the startup ecosystem.
 - b. Engage with stakeholders, including entrepreneurs, investors, and regional economic development entities, to gather insights and foster collaboration.
- II. Program Development:
 - a. Based on the gap analysis, develop a bespoke startup education curriculum tailored to the unique needs of Wyoming community's entrepreneurs.
 - b. Design and implement strategies for entrepreneurial support and incubation, both on a community level and at the statewide level.
- III. Partnership and Collaboration:
 - a. Establish and strengthen partnerships with local and regional organizations, including universities, community colleges, investment groups, and economic development agencies.
 - b. Coordinate think tanks and workshops to align efforts and maximize the impact of entrepreneurial support.

Phase I deliverables from Silicon Couloir to the Wyoming Business Council:

- I. Comprehensive Gap Analysis Report:
 - a. A detailed report identifying critical gaps and strategic opportunities in the startup ecosystem.
- II. Startup Wyoming Program Model:

- a. A scalable and sustainable model for the Startup Wyoming (or otherwise named) program, including a detailed plan for implementation.
- III. Education Curriculum:
 - a. Development of a bespoke startup education curriculum, ready for pilot implementation by the end of the Phase I.
- IV. Partnership and Collaboration Report:
 - a. A report outlining the established partnerships, collaboration efforts, and recommendations for ongoing ecosystem engagement.

In addition to the Phase I deliverables, Silicon Couloir and the Wyoming Business Council will conduct a Go/No-Go assessment upon Phase I completion to determine how best to proceed with the Startup Wyoming (or otherwise named) initiative.

PHASE II (THROUGH FY-26). The primary objective of this phase is to implement a plan supporting phased startup incubation services throughout Wyoming. This includes offering services, programming, and support which may be accessible either in-person or virtually based on the recommendations produced in Phase I, aiming for a start in early 2025. Silicon Couloir will lead the implementation and provision of these services and programs, with the possibility of subcontracting to ensure the plan's execution. A detailed plan encompassing all essential components for launching this initiative will be provided by Silicon Couloir.

The Council Agrees to provide the following:

- Should it be necessary, the Wyoming Business Council will provide staff time for brainstorming, review, and feedback to Silicon Couloir during the design process.

The Council and The Contractor will jointly:

- Following design, Silicon Couloir and the Wyoming Business Council will evaluate the best path for Silicon Couloir to implement the program(s).

CONTRACT BUDGET

PHASE I: \$290,000.00

PHASE II: up to \$575,348.00, invoiced based on costs incurred.

CONTRACT TOTAL: \$865,348.00



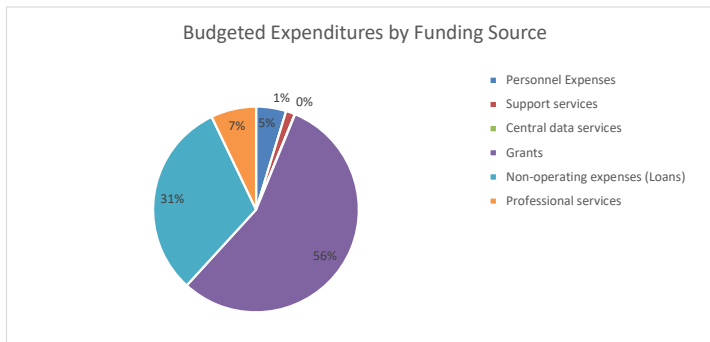
OPERATIONS COMMITTEE REPORT

Wyoming Business Council
YTD March 31, 2024 (2023/2024 Biennium)

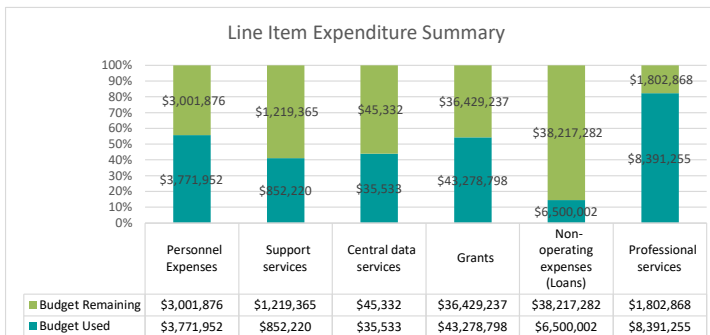
Optimum = 75%

BUDGET SUMMARY	BUDGET	EXPENDED	ENCUMBERED	BALANCE	%	Avail. Cash Balance	YTD Receipts
Economic Diversification							
Investments	\$93,542,553	\$1,669,012	\$45,869,119	\$46,004,422	50.82%		
Investments (BRC/CDBG)	\$21,000	\$15,097	\$0	\$5,903	71.89%		
Finance	\$14,516	\$3,584	\$0	\$10,932	24.69%		
Business Ready Communities (Includes MRG)	\$88,007,037	\$1,650,331	\$45,869,119	\$40,487,587	54.00%		
Community Facilities	\$5,500,000	\$0	\$0	\$5,500,000	0.00%		
Services	\$9,556,332	\$3,491,162	\$2,206,786	\$3,858,384	59.62%		
Services	\$3,391,862	\$2,051,488	\$1,191,845	\$148,529	95.62%		
Broadband Administration (fund 004)	\$106,401	\$10,825	\$0	\$95,576	10.17%		
Entrepreneurship	\$4,170,000	\$622,922	\$817,500	\$2,729,578	34.54%		
Main Street	\$235,660	\$81,986	\$1,865	\$151,809	35.58%		
Markets & Expansion	\$431,215	\$222,404	\$95,784	\$113,027	73.79%		
Recruitment	\$914,150	\$310,704	\$34,125	\$569,321	37.72%		
Community Development	\$63,055	\$12,512	\$0	\$50,543	19.84%		
Asia Pacific Trade Office	\$243,988	\$178,321	\$65,667	\$0	100.00%		
Wyoming Business Council							
Operations	\$7,646,632	\$4,152,052	\$40,120	\$3,454,460	54.82%		
Accounting	\$112,000	\$53,355	\$0	\$58,645	47.64%		
Agency Services	\$382,514	\$98,589	\$10,120	\$273,805	28.42%		
Board	\$34,731	\$33,855	\$0	\$876	97.48%		
Executive	\$17,435	\$17,007	\$0	\$428	97.54%		
HR (Non-Payroll)	\$463,684	\$102,604	\$0	\$361,080	22.13%		
HR (Payroll)	\$6,373,574	\$3,664,640	\$0	\$2,708,934	57.50%		
IT	\$262,694	\$182,002	\$30,000	\$50,692	80.70%		
Regional Directors	\$90,000	\$35,092	\$0	\$54,908	38.99%		
Strategy	\$540,159	\$257,237	\$110,210	\$172,712	68.03%		
General Strategy	\$281,840	\$191,329	\$82,738	\$7,773	97.24%		
Communications	\$73,626	\$8,490	\$0	\$65,136	11.53%		
Strategic Partnerships	\$184,693	\$57,418	\$27,472	\$99,803	45.96%		
TOTAL GENERAL FUNDS	\$111,375,675	\$9,604,555	\$48,226,235	\$53,544,885	51.92%		
Federal Funds							
Brownfield Revolving Loan Program	\$743,461	\$184,093	314,962	\$244,406	67.13%		
ARPA State Planning	\$441,272	\$192,476	248,796	(\$0)	100.00%		
State Small Business Credit Initiative	\$899,294	\$158,217	\$0	\$741,077	17.59%	\$ 10,373,022	\$ 348,349
State Trade and Export Program (STEP)	\$201,279	\$81,748	20,000	\$99,531	50.55%		
Digital Equity/Access	\$373,770	\$373,770	\$0	\$0	100.00%		
Broadband Equity, Access, & Deployment (BEAD)	\$3,529,003	\$2,013,677	\$1,317,326	\$198,000	94.39%		
TOTAL FEDERAL FUNDS	\$6,188,079	\$3,003,981	\$1,901,084	\$1,283,014	79.27%		
Agency Funds							
Economic Loan Development (fund 039/089)*	\$25,629,118	\$59,477	\$18,766	\$25,550,875	0.31%	\$ 14,077,507	\$ 2,405,115
Rural Rehabilitation (fund 499)	\$280,500	\$14,372	\$0	\$266,128	5.12%	\$ 4,840,075	\$ 111,049
Wyoming Business Council (fund 085)	\$72,348	\$1,291	\$0	\$71,057	1.78%	\$ 218,103	\$ 12,129
TOTAL AGENCY FUNDS	\$25,981,966	\$75,140	\$18,766	\$25,888,060	0.36%		
TOTAL BUDGET	\$143,545,720	\$12,683,676	\$50,146,085	\$80,715,959	43.77%		
American Rescue Plan Act							
Pathways to Prosperity	\$1,223,816	\$577,429	\$114,383	\$532,004	56.53%		
Capital Projects Fund - Broadband	\$73,081,950	\$841,024	\$63,841,784	\$8,399,142	88.51%		
TOTAL ARPA	\$74,305,766	\$1,418,453	\$63,956,167	\$8,931,146	87.98%		

* \$27.26 million reserved for Large Loan Fund



Loan Type	Balance
Economic Disaster	4,278,218
Bridge	1,503,472
Amendment IV	(8,771)
Natural Gas Infrastructure	166,751
WyoTech	3,584,335
BRC	11,921,542
Unallocated Allowance	(44,446)
Total	21,401,101



WYOMING BUSINESS COUNCIL

QUARTER 3 FISCAL YEAR 2024 FINANCIAL REPORT

BUDGET REPORT

General Funds

- March 31, 2024, budget utilization came in at 51.92% compared to the 75% optimum budget utilization.
- WBC and Economic Diversification budgets (budgets that revert) are at 57.99% utilization.
- Budgets much higher than the optimum are Services, Asia Pacific Trade Office, and Strategy. This is because of encumbrances made for the full fiscal year.

Federal Funds

- Total expenditures on our federal programs through March 31st were just over \$3 million, with most of those expenditures coming from the BEAD Planning award.
- The State Small Business Credit Initiative had available cash of \$10.37 million and had invested \$9.02 million in direct investments as of March 31st. The \$348 thousand in receipts is interest earned on the cash held with the State Treasurer's Office (STO).

Agency Funds

- As of March 31st, the Economic Loan Development fund had an available budget of \$25.55 million. Of this, \$25 million is for large loan projects. Total available cash as of March 31st is \$42.24 million, however \$28.17 million is reserved for large loan projects, leaving \$14.08 million available for Challenge loans. The fund has received \$2.41 million in loan principal and interest payments, and investment income from the State Treasurer's Office (STO) on the cash held in the fund.
- As of March 31st, the Rural Rehabilitation fund had an available budget of \$266 thousand, and \$4.84 million in available cash. The fund has earned \$111 thousand in investment income.
- As of March 31st, the Wyoming Business Council fund had an available budget of \$71 thousand, and \$218 thousand in available cash. It earned \$12 thousand in investment income.

American Rescue Plan Act (ARPA) Funds

- Our FY 2024 ARPA funds budget is \$74.30 million, of which the Capital Projects Funds for broadband is \$73.08 million.
- Through March 31, \$1.42 million has been spent for the Capital Projects Fund, and \$63.84 million has been encumbered for broadband projects.

BUDGETED EXPENDITURES

- For the quarter ending March 31, 2024, our grants budget makes up 56% and our loans budget makes up 31% of our total budget, which is consistent with the previous quarter budget makeup.

LINE-ITEM EXPENDITURE SUMMARY

- The loan line-item is around 15% utilization, because of the \$25 million loan budget for large loans. If not for the large loan budget allocation, utilization would be around 50% for loans.
- The professional services line item is over 80% utilization. Again, this is because of encumbrances that have been made for executed contracts that go through the end of the fiscal year.

LOANS RECEIVABLE

- The net loans receivable balance as of March 31, 2024, is \$21.40 million.
- Total principal and interest payments on loans received through March 31, 2024, is \$3.36 million. This doubles the receipts on loans we had through December.
- Three BRC loans paid off in the month of March for a total of \$1.25 million in receipts.

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
MCGEE, HEARNE & PAIZ, LLP**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is: 214 W 15th Street, Cheyenne, WY 82002 and McGee, Hearne & Paiz, LLP (Contractor), whose address is: 1509 Bent Avenue, Cheyenne, WY 82001.
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 one hundred, thirty-four thousand dollars (\$134,000.00); and b) extend the term of the Contract through June 30, 2026.

The original Contract, dated May 12, 2023, required the Contractor to provide professional auditing services for a total Contract amount of fifty-two thousand dollars (\$52,000.00) with an expiration date of June 30 , 2024.

3. **Term of the Amendment.** This Amendment shall commence on June 30, 2024, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the 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 one hundred, eighty-six thousand dollars (\$186,000.00).”
 - 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 June 30, 2026.”
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 ten (10) pages; Attachment A, Scope of Work, consisting of two (2) 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).

Council:

Wyoming Business Council

Joshua. J. Dorrell, Chief Executive Officer

Date

Amy L. Grenfell, Chief Operating Officer

Date

CONTRACTOR:

McGee, Hearne & Paiz, LLP

Robert Dahill, Partner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING BUSINESS COUNCIL
AND
LEADERSHIP WYOMING**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Business Council (Council), whose address is: 214 W 15th St, Cheyenne, WY 82002, and LEADERSHIP WYOMING (Contractor), whose address is: 350 Big Horn Road, Casper, WY 82601.

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) extend the term of the Contract through June 30, 2026, and b) amend Attachment A, Scope of Work.

The original Contract dated June 27, 2022, required the Contractor to design and implement an economic development leadership training program for a total Contract amount of two-hundred twenty-five thousand dollars (\$225,00.00) with an expiration date of June 30, 2024.

3. **Term of the Amendment.** This Amendment shall commence on June 29, 2024, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the 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 3 of the original Contract is hereby amended to read as follows:

“The term of this Contract is from Effective Date through June 30, 2026.”

B. The first sentence of Section 5 is hereby amended to read as follows:

“Provide the services described in Attachment A, Scope of Work.”

5. **Amended Responsibilities of the Contractor.** Responsibilities of the Contractor are hereby amended as follows:

A. Provide the updated services in Attachment A, Scope of Work.

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. The Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Council within five (5) business days shall be considered a material breach and may result in immediate termination of the original Contract by the Council.

8. General Provisions.

- A. Entirety of Contract.** The original Contract, consisting of nine (9) pages; Attachment A, Scope of Work, consisting of one (1) page; 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).

COUNCIL:
Wyoming Business Council

Joshua J. Dorrell, Chief Executive Officer

Date

Amy L. Grenfell, Chief Operating Officer

Date

CONTRACTOR:
LEADERSHIP WYOMING

Mandy Fabel, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date

**Attachment A, Scope of Work to the Amendment Between
Wyoming Business Council and
LEADERSHIP WYOMING**

The Contractor agrees to provide the following services in support of The (Wyoming) Academy:

- Develop and manage application and selection process for one (1) cohort group per year.
- Host no less than three (3) individual sessions for each cohort annually.
- Coordinate all event and session logistics including, but not limited to event space reservations, catering, hotel room blocks, etc.
- Lead the content and topic direction for each session.

The Council Agrees to provide the following:

- Wyoming Business Council will provide necessary staff time for brainstorming, review, and feedback to Leadership Wyoming during the design and execution process for each cohort session.

The Council and The Contractor will jointly:

- Following design, Leadership Wyoming and the Wyoming Business Council will evaluate the best path for Leadership Wyoming to implement the program.



INVESTMENTS COMMITTEE



Credit Memorandum

Applicant: Big Horn Federal Savings Bank (GreyBull, WY)
Client: Jozlynn Schwarz, dba Basin Processing
1005 Cloud Peak Ave
Basin, WY 82410
Date: May 8, 2024
Purpose: Business Succession Loan for Acquisition of Existing Livestock Processing Facility

Proposal:

Big Horn Federal Savings Bank, located in Greybull, WY has requested the Wyoming Business Council (WBC) to participate under the "Succession Financing" provision of the Wyoming Partnership Challenge Loan program to provide a loan to Jozlynn Schwarz for the purchase of Basin Processing in Basin, WY. The existing owners, Ray and Susan Lemay are retiring. The proposed loans would be used to acquire all business assets associated with the company including real property and improvements, along with furniture, fixtures, equipment, and inventory. The bank and WBC have acquired a list of all assets and valuation of said assets, in addition to a real estate evaluation. WBC's participation will total one hundred eighty-one thousand two hundred fifty dollars (\$181,250) or 50% of the final total loan.

	Request
Total Loan	\$362,500
WBC Portion	\$181,250 (50%)
Amount Refinanced	\$0
Collateral	\$389,574 (93% LTV) Real Estate, FF&E, Inventory
Loan Fee	\$1,812.50 (1%)
WBC Interest Rate	6.00%
Adjustment Time	Fixed
Blended Interest Rate	7.0%
Loan Term	10 Years on WBC Portion Bank Loan at 15 Years
Payment Frequency	Monthly
Guarantor	Jozlynn Schwarz

Project:

Basin Processing, in Basin, WY and has been in operation for over 30 years. The WBC has been working with Ken Wright, Executive Vice President of Big Horn Federal in Greybull, WY, to help structure this deal. The existing owners are Ray and Susan

Lemay. The borrower, Ms. Jozlynn Schwarz is a current employee of the business and has been working with the owners to structure a purchase of the processing facility. Additionally, she has previous experience with a processor in Colorado and brings a firm understanding of the financial aspects of the business and is motivated to increase its productivity. Basin Processing is one of three shops licensed to handle domestic processing in Big Horn County. No other processing facilities exist in surrounding Washakie County and Hot Springs County.

The lead bank is lending according to their loan policy and the WBC is covering the gap in the financing picture created by the blue sky with the proposed loan. The borrower is not submitting a down payment and instead, holding onto that capital for cash flow needs during the transition period.

Cash Flow:

Based on the historical financials obtained from the lead bank, Basin Processing's past sales will be appropriate to service the proposed debt with a DSCR of 1.53. This blended rate will save the company debt service on the monthly payments to Big Horn Federal in the amount of (approx.) \$187; totaling \$22,418 over life of the loan.

It is important to note that the current owners of the processing facility have scaled back production as they approached retirement so, the historical numbers used in the calculations are conservative compared to what the facility will do under Ms. Schwarz's ownership. Ms. Schwarz is planning to increase domestic processing along with adding wild game processing. With the conservative projections of cash flow and increase in processing, the anticipated revenues increase to provide a DSCR of 1.88.

Bank Risk Rating:

The loan is presented as a pass credit with Big Horn Federal.

The net available balance in the Economic Development Fund is \$14,077,507.

Recommendation:

Staff recommends that the Board of Directors of the Wyoming Business Council approve the loan participation in the amount of \$181,200.00 (one hundred eighty-one thousand two hundred fifty dollars and 00/100 cents) as presented in this Credit Memorandum. This participation will be with Big Horn Federal Savings Bank in Greybull, WY as the lead bank. The loan recipient will be Jozlynn Schwarz, dba Basin Processing.

Respectfully submitted,

John Wendling
Loan Portfolio Manager

Attachment 1 – Applicable Statute

Attachment 1

§ 9-12-304. Criteria for loans.

Any business may apply to the council for financing as defined in W.S. 9-12-301(a) (xii). "Succession Financing" means a provision of financing to be used to assist in the transition or succession of a business that has been in existence for not less than seven (7) years immediately before the transfer or succession to a new owner of the business.



Credit Memorandum

Applicant: Jonah Bank of Wyoming (Cheyenne, WY)
Client: Cheynne Tile & Stone
 911 East Fox Farm Rd
 Cheyenne, WY 82007
Date: May 8, 2024
Purpose: Business Succession Loan for Acquisition of Existing Flooring Installer.

Proposal:

Jonah Bank of Wyoming, located in Cheyenne, WY has requested the Wyoming Business Council (WBC) to participate under the “Succession Financing” provision of the Wyoming Partnership Challenge Loan program to provide a term loan to Cheyenne Tile & Stone. The existing owner is retiring and selling to Eleodoro “Lolo” Garcia. Mr. Garcia is an experienced installer who has previously been employed by another local flooring company. The proposed loan would be used to acquire all business assets associated with the company. The bank and WBC have acquired a list of all assets and approximate valuation of said assets. WBC’s participation will be four hundred twenty-seven thousand five hundred dollars (\$427,500.00) or 50% of the final total loan.

	Request
Total Loan	\$855,000
WBC Portion	\$427,500 (50%)
Amount Refinanced	\$0
Collateral	Real Estate, Vehicles, Equipment \$883,000 (96% LTV)
Loan Fee	\$4,275.00 (1%)
WBC Interest Rate	5.75%
Adjustment Time	Fixed
Blended Interest Rate	7.63%
Loan Term	5 Years 2 months interest only, fully amortized 58 months
Payment Frequency	Monthly
Guarantor	Lolo’s Inc (Eleodoro Garcia) Daniel Garcia

Project:

Cheyenne Tile & Stone has been in operation for over 40 years and operating under the current owner, Mike Pyle, since April 2002. The flooring and installation business has a strong reputation in the Cheyenne area in both residential and commercial flooring products and installation services. The WBC has been working with Quintin Pope, Commercial Lender for Jonah Bank of Wyoming, to help structure this deal. Mr. Pyle is looking to retire after running the business for over 20 years and has been working with

Mr. Garcia for the last two years to structure a deal for him to purchase and take over operations of the business. Mr. Garcia is a very experienced installer and has established many professional relationships with local clients. The help of the current office manager staying on staff to assist with everyday operations, along with seven installers that will be retained will serve a great benefit to Mr. Gracia in this transition. The lead bank is lending according to their loan policy, the borrower is submitting a down payment, and the WBC is covering the gap created by the 'blue sky' in the business purchase.

Cash Flow:

Based on the historical financials obtained from the lead bank, Cheyenne T&S exhibits the ability to service the proposed debt with a DSCR of 1.17. The blended rate will save the company debt service on the monthly payments to Jonah Bank of Wyoming in the amount of (approx.) \$760.74; totaling \$48,494 over life of the loan.

Bank Risk Rating:

The loan is presented as a pass credit with Jonah bank of Wyoming, based on historical cash flow, guarantor support, and staff support.

The net available balance in the Economic Development Fund is \$14,077,507.

Recommendation:

Staff recommends that the Board of Directors of the Wyoming Business Council approve the loan participation in the amount of \$427,500.00 (four hundred twenty-seven thousand five hundred dollars and 00/100 cents) as presented in this Credit Memorandum. This participation will be with Jonah Bank of Wyoming in Cheyenne, WY as the lead bank. The loan recipient will be Cheyenne Tile and Stone.

Respectfully submitted,
John Wendling
Loan Portfolio Manager

Attachment 1 – Applicable Statute

Attachment 1

§ 9-12-304. Criteria for loans.

Any business may apply to the council for financing as defined in W.S. 9-12-301(a) (xii). "Succession Financing" means a provision of financing to be used to assist in the transition or succession of a business that has been in existence for not less than seven (7) years immediately before the transfer or succession to a new owner of the business.



Credit Memorandum

Applicant: Jonah Bank of Wyoming (Cheyenne, WY)
Client: Moore Insulation Co., Inc.
521 East 1st Street
Cheyenne, WY 82007
Date: May 8, 2024
Purpose: Business Succession Loan for Full Ownership of Existing Residential & Commercial Insulation Company

Proposal:

Jonah Bank of Wyoming, located in Cheyenne, WY has requested the Wyoming Business Council (WBC) to participate under the “Succession Financing” provision of the Wyoming Partnership Challenge Loan program to provide a term loan to Moore Insulation Co., Inc. Current Vice President, Karl Redlich, and his wife, Catherine, are looking to take over full ownership, including stock interest, in the company. The proposed loan would be used to acquire all remaining interests in the company. The bank and WBC have acquired a list of all assets and valuation of said assets, WBC’s participation will be five hundred thousand dollars (\$500,000) or 29% of the final total loan.

	Request
Total Loan	\$1,750,000
WBC Portion	\$500,000 (29%)
Amount Refinanced	\$0
Collateral	Vehicles, Equipment, A/R \$1,958,146 (89% LTV)
Loan Fee	\$5,000 (1%)
WBC Interest Rate	5.0%
Adjustment Time	Fixed
Blended Interest Rate	6.43%
Loan Term	8 Years 2 months interest only, fully amortized 96 months
Payment Frequency	Monthly
Guarantor	Karl & Catherine Redlich

Project:

Leo and Kristin Moore opened Moore Insulation in 1978. They service Cheyenne and the surrounding areas providing quality insulation products in homes and buildings. The borrower, Karl Redlich, has been working with the insulation company since 1998 and has been operating the business as Vice President since 2015. The WBC has been working with Aaron Courtney, Branch President of Jonah Bank of Wyoming, to help structure this deal. Although Karl is running the company and has been making

payments to Mr. Moore to eventually own the business, Mr. Redlich does not have a controlling interest in the company until the purchase is complete. To truly own the company Mr. Moore has turned to Jonah Bank to finance the total purchase of the business and 100% of the equity shares for full control of the company. The lead bank is lending according to their loan policy, the borrower is submitting a down payment, and the WBC is covering the gap in the financing picture created by the blue sky with this proposed loan.

Cash Flow:

Based on the historical financials obtained from the lead bank, Moore Insulation exhibits the ability to service the proposed debt with a DSCR of 1.08. If the borrower's personal cash flow is considered with the company's, the DSCR improves to 1.52. With WBC participation, the blended rate will save the company debt service on the monthly payments to Jonah Bank in the amount of (approx.) \$487, totaling \$48,409 over life of the loan.

Bank Risk Rating:

The loan is presented as a pass credit with Jonah Bank of Wyoming, based on historical cash flow, guarantor support, management/industry experience, and WBC participation.

The net available balance in the Economic Development Fund is \$14,077,507.

Recommendation:

Staff recommends that the Board of Directors of the Wyoming Business Council approve the loan participation in the amount of \$500,000.00 (five hundred thousand dollars and 00/100 cents) as presented in this Credit Memorandum. This participation will be with Jonah Bank of Wyoming as the lead bank. The loan recipient will be Moore Insulation Co., Inc.

Respectfully submitted,

John Wendling
Loan Portfolio Manager

Attachment 1 – Applicable Statute

Attachment 1

§ 9-12-304. Criteria for loans.

Any business may apply to the council for financing as defined in W.S. 9-12-301(a) (xii). "Succession Financing" means a provision of financing to be used to assist in the transition or succession of a business that has been in existence for not less than seven (7) years immediately before the transfer or succession to a new owner of the business.



BUSINESS COUNCIL

214 W. 15th Street
Cheyenne, WY 82002

Tel: (307) 777-2800 Fax: (307) 777-2838

www.wyomingbusiness.org

Memorandum

To: Wyoming Business Council Board of Directors
From: Investments Team
Subject: Brandy Pettet Loan Charge-Off Request
Date: May 8, 2024

The Wyoming Business Council issued an Economic Disaster Loan to Mr. Brandy Pettet (Powell, WY) on November 16, 2017. Mr. Pettet had been growing sugar beets for the Western Sugar Cooperative and received an economic disaster loan in the amount \$25,000.00 due to weather conditions that caused for difficult processing of the 2016 sugar beet crop and resulted in over \$5,000,000 in losses for the area.

The last payment received from Mr. Pettet was March 1, 2021. As of March 31, 2024, Mr. Pettet has three payments past due. Mr. Sherman at Markee Escrow services and WBC staff have made several attempts over the past few years to contact Mr. Pettet.

Staff is working on a collections process to pursue legal measures to collect on past due accounts of more than two years once several other attempts have been made. Although staff is recommending this loan be formally charged off, WBC will continue to make efforts to collect that are legally allowed and approved by our Attorney General's office.

Staff recommends the realization of a principal loss of \$20,438.26 in the economic disaster loan to Mr. Brandy Pettet.



BUSINESS READY COMMUNITY (BRC) GRANT & LOAN PROGRAM

MAY 8, 2024



LEADING ECONOMIC GROWTH • BUILDING RESILIENT COMMUNITIES • CREATING OPPORTUNITIES TO THRIVE



BRC FUNDING

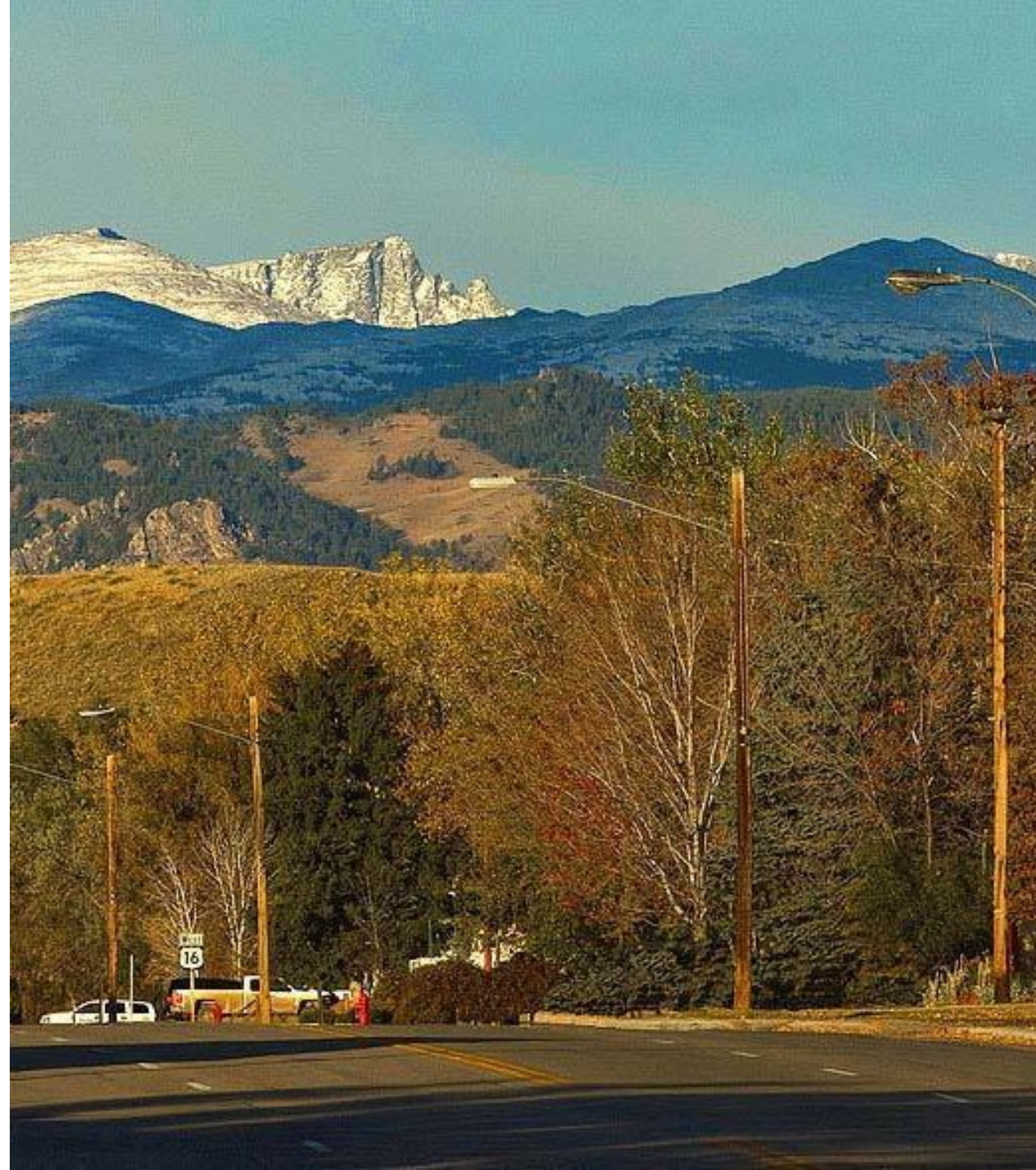
BRC Applications Received February 1, 2024

Applicant	Project	Type	Request	Staff Recommendation
Mountain View, Town of	Economic Development Comprehensive Master Plan	Planning Grant	\$ 75,000	\$ 75,000
Northern Arapaho Tribe	Wind River Indian Reservation Data Center Feasibility Study	Planning Grant	\$ 50,000	\$ 50,000
Ranchester, Town of	Economic Development Plan	Planning Grant	\$ 75,000	\$ 75,000
Wright, Town of	Economic Development Plan	Planning Grant	\$ 100,000	\$ 100,000
Total Requests			\$ 300,000	\$ 300,000
Total Available BRC Funding				\$ 49,895,244
Funds remaining if awarded				\$ 49,595,244



TOWN OF MOUNTAIN VIEW

ECONOMIC DEVELOPMENT PLAN





TOWN OF MOUNTAIN VIEW

The Town of Mountain View is requesting a \$75,000 planning grant for the purposes of developing an Economic Development Plan.

Mountain View is a small, rural community located in the southwest part of the state. The population is approximately 1,200 with the mining industry accounting for the major employers in the area, which include trona, coal plants, power plants, gas plants, etc.

Mountain View is located about 7 miles south of Interstate-80 and the community sees visitors driving directly through town to get to Flaming Gorge and the Uinta Mountains.

Planning Grant Application

\$75,000 Grant Request

\$25,000 Match

Total Project Costs: \$100,000

Recommendation:

Fund as Requested

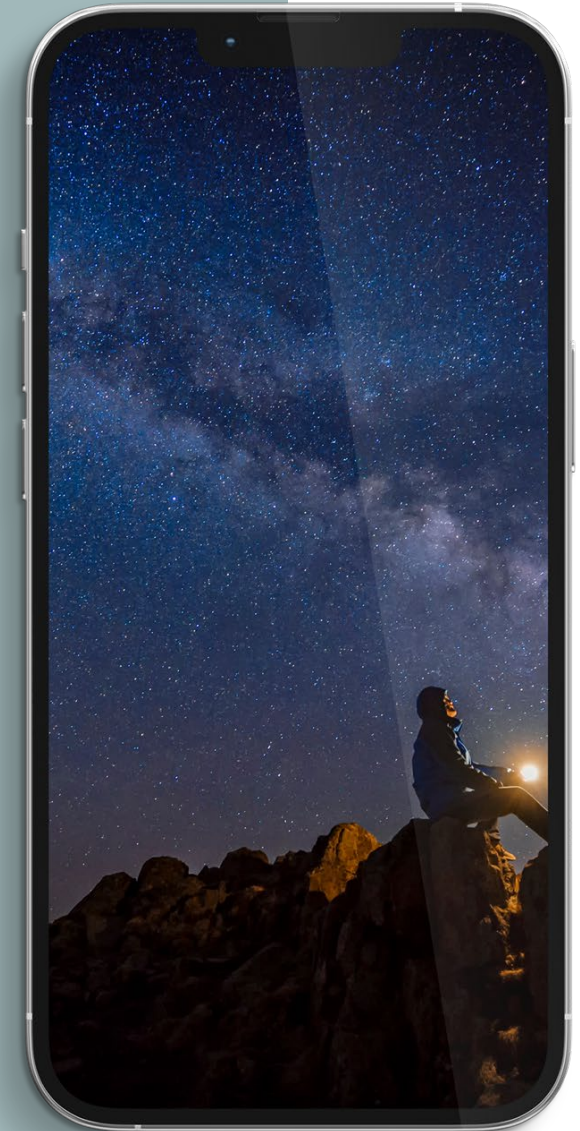
PROJECT EVALUATION

Needs Assessment

- Out of Date Economic Development Plan.
- New Activity in Southwest Region of the State.
- Opportunities will lead to increase of population for Mountain View.

Proposed Scope of Work

- Job Creation & Workplace Needs
- Population Statistics & Employment Trends
- Business/Industry Analysis





PROJECT EVALUATION

Community Implementation

- Successful promotion of several new businesses.
- Community staff have utilized and implemented other funding opportunities.

Potential Partners

- Wide range of potential partners with letters of support.





RECOMMENDATION

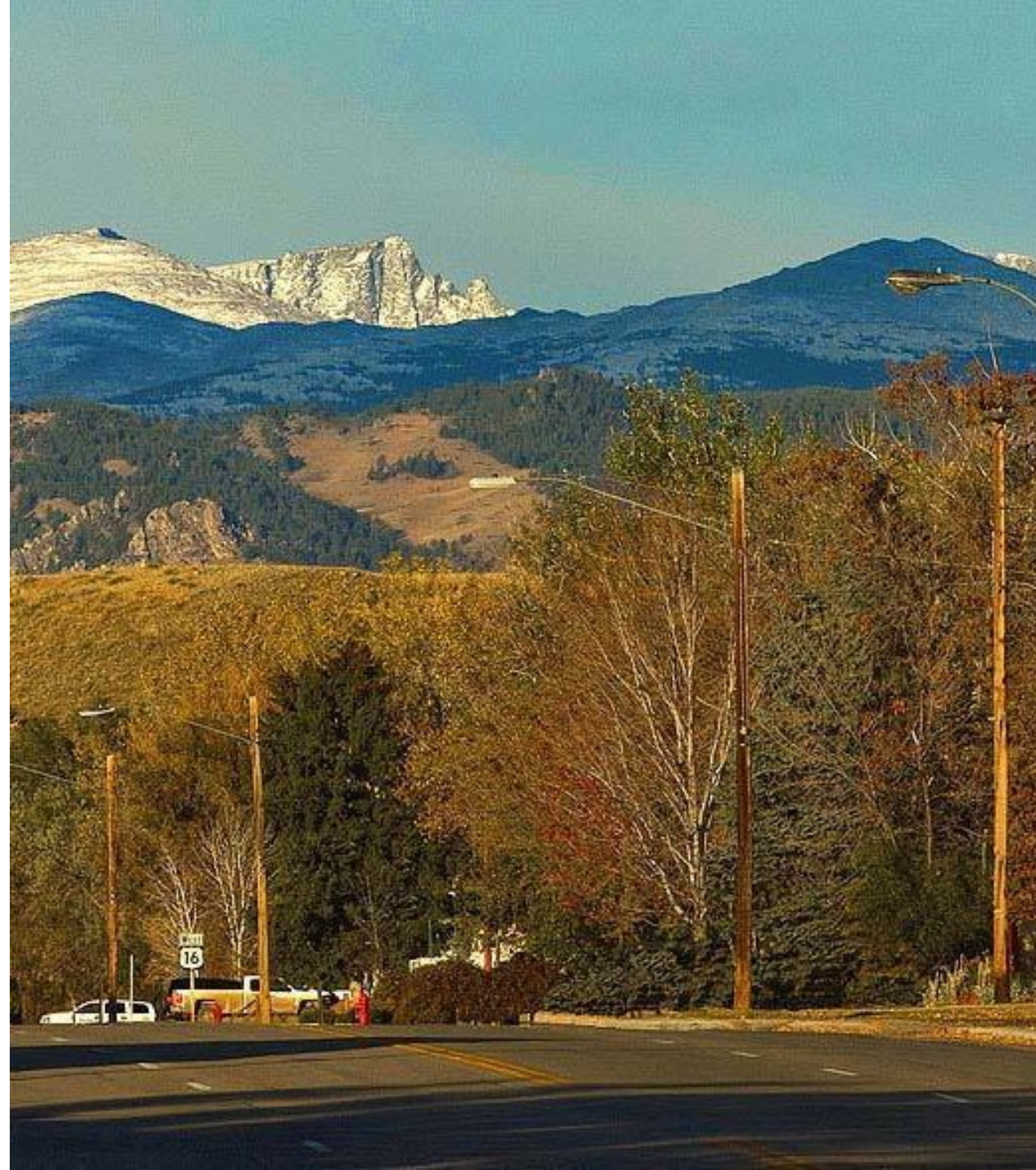
FUND AS REQUESTED

- Planning is foundational to economic and community development.
- Empowers the community to sustainably develop their own unique economy.
- Uinta County is addressing economic growth and increasing local capacity by introducing a ½ cent economic development tax.
- Need is clearly identified, with a scope of work that is consistent with that need.



TOWN OF MOUNTAIN VIEW

ECONOMIC DEVELOPMENT PLAN





NORTHERN ARAPAHO TRIBE

WIND RIVER INDIAN RESERVATION DATA CENTER STUDY





NORTHERN ARAPAHO TRIBE

The Northern Arapaho Tribe is requesting a \$50,000 planning grant for the purposes of developing the Wind River Indian Reservation Data Center Feasibility Study.

Through its enterprise Northern Arapaho Tribal Industries (NATI), Northern Arapaho Tribe will develop a strategic plan for the creation of a large climate-controlled data center of Wind River Indian Reservation to house and traffic the critical applications and data of companies and corporations.

Planning Grant Application

\$50,000 Grant Request

\$17,000 Match

Total Project Costs: \$67,000

Recommendation:

Fund as Requested

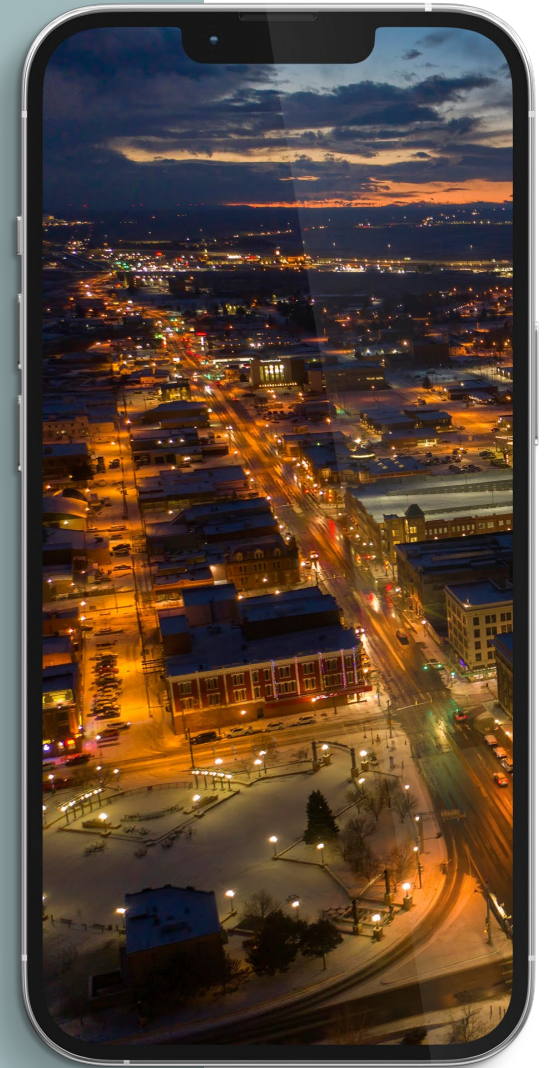
PROJECT EVALUATION

Needs Assessment

- Wind River Indian Reservation is challenged by high poverty and unemployment, low incomes, and a lack of jobs and resources.
- Need for economic diversification is clear.
- Potential location for data center is prime for that industry.

Proposed Scope of Work

- Determine potential for a data center
- Identify potential leaders in the tribal data center market, as well as potential major partners.
- Analysis of the potential cost to build and manage.





PROJECT EVALUATION

Community Implementation

- NATI will take lead on the project.
- They have identified other tribally-owned data centers to assist in the process.

Potential Partners

- NATI will partner with the Northern Arapaho Economic Development Commission.
- Other potential key partners include State of Wyoming, EDA, USDA and First Interstate Bank.





RECOMMENDATION

FUND AS REQUESTED

- Planning is foundational to economic and community development, and determining the feasibility of a project before moving forward can reduce costs while ensuring the best project is completed.
- Potential to activate Wyoming's new economic sectors in digital & technology.
- Potential to assist in delivering accessible services, tools, opportunities & amenities to enable growth for Wind River Indian Reservation.



NORTHERN ARAPAHO TRIBE

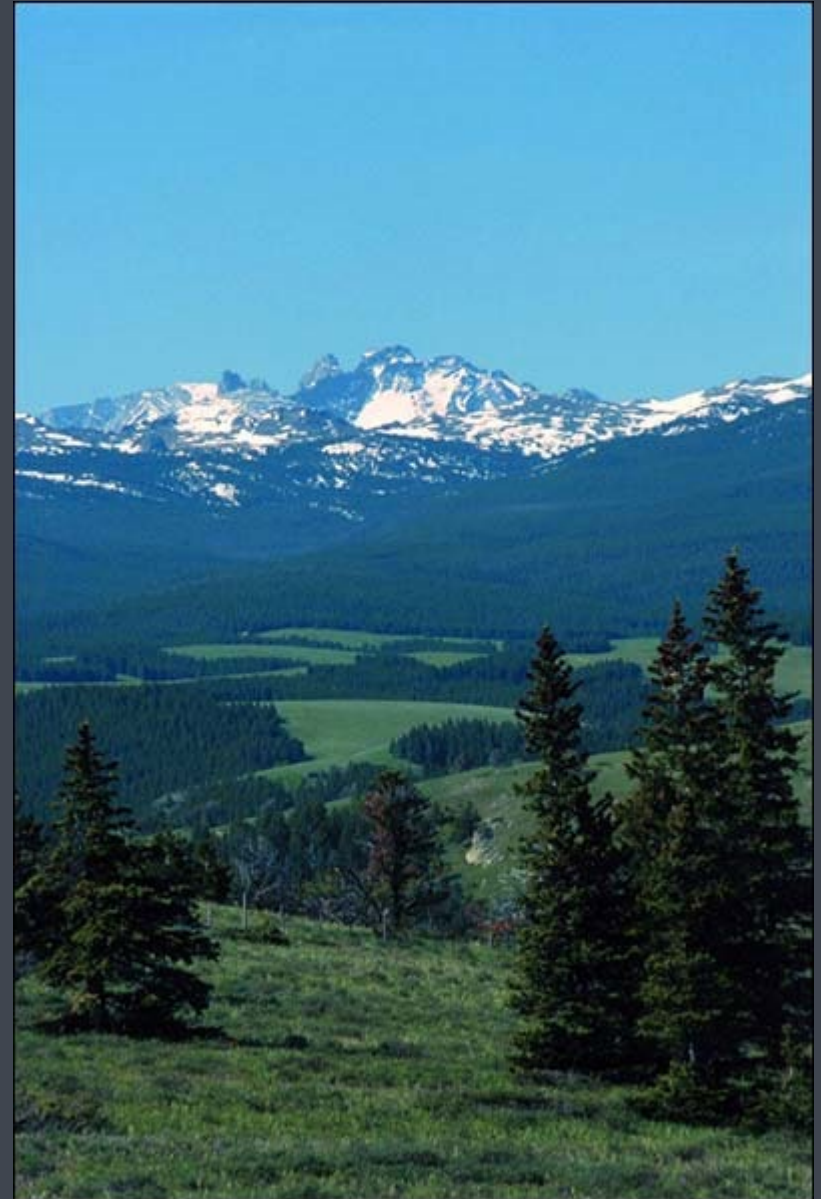
WIND RIVER INDIAN RESERVATION DATA CENTER STUDY





TOWN OF RANCHESTER

ECONOMIC DEVELOPMENT PLAN





TOWN OF RANCHESTER

The Town of Ranchester is requesting a \$75,000 planning grant for the purposes of developing an Economic Development Plan for their community.

Ranchester is a small, rural community with 1,064 residents. The town is east of the Big Horn Mountains and about 15 miles north of Sheridan. Ranchester sees many visitors travel through town on their way to Yellowstone National Park, as US Highway 14 runs right through the middle of town.

Ranchester has been a bedroom community for the coal mine industry and the City of Sheridan for many decades.

Planning Grant Application

\$75,000 Grant Request

\$25,000 Match

Total Project Costs: \$100,000

Recommendation:
Fund as Requested



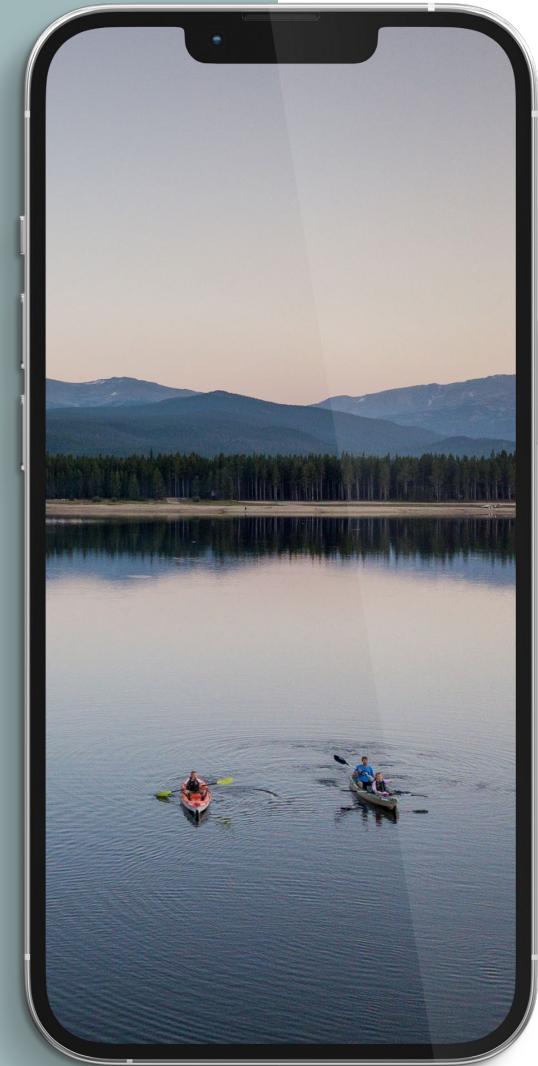
PROJECT EVALUATION

Needs Assessment

- Community is experiencing a growth rate of 4% per year.
- Business inquiries have been increasing.
- Community does have limitations to growth.

Proposed Scope of Work

- Analysis of current economic activity and recommended areas for growth potential.
- Identify key industries and sectors.
- Analysis of Town's policies, infrastructure, amenities, etc.
- Analysis for future annexation possibilities.





PROJECT EVALUATION

Community Implementation

- Town staff have successfully completed several studies and projects over the years.
 - WWDC Level 1 Water Study – 2024
 - Sanitary Sewer Master Plan – 2024
 - Transportation Master Plan – 2023
 - US Hwy 14 Speed Study 2023

Potential Partners

- Potential relationship with Ramaco and Brook Mine
- Other potential partners include City of Sheridan, Sheridan County Chamber of Commerce, SEEDA, etc.





RECOMMENDATION

FUND AS REQUESTED

- Planning is foundational to economic and community development.
- The town is experiencing a steady growth rate of about 4% per year.
- The proposed scope of work is well thought-out.
- Empowers the community to sustainably develop their own unique economy.



TOWN OF RANCHESTER

ECONOMIC DEVELOPMENT PLAN





TOWN OF WRIGHT

ECONOMIC DEVELOPMENT PLAN





TOWN OF WRIGHT

The Town of Wright is requesting a \$100,000 planning grant for the purposes of developing an Economic Development Plan for their community.

Wright is located 40 miles south of Gillette on Highway 59, with a population of approximately 1600 people. Wright was originally established as a mining town and still depends heavily on the energy industry.

The town anticipates that this planning process will help identify value-added opportunities for current and new industries that will fit in the region.

Planning Grant Application

\$100,000 Grant Request

\$33,333 Match

Total Project Costs: \$133,333

Recommendation:

Fund as Requested



PROJECT EVALUATION

Needs Assessment

- Out of Date Economic Development Plan.
- Significant changes have occurred in energy markets, housing and workforce.
- 2019 Community Review process was ended by COVID pandemic.

Proposed Scope of Work

- Infrastructure Capacity and a Plan for Growth.
- Economic opportunities.
- Land & Development Opportunities.
- Implementation Plan.





PROJECT EVALUATION

Community Implementation

- Success with past measures
 - 2014 Economic Development Plan
 - 2019 Community Review initial process & buy-in

Potential Partners

- Wide range of potential partners with letters of support.





RECOMMENDATION

FUND AS REQUESTED

- Planning is foundational to economic and community development.
- Empowers the community to sustainably develop their own unique economy.
- Community is addressing a barrier to economic growth and working to increase local capacity with a proposed 1% special purpose sales tax for housing development.
- Allows community to work with partners to develop effective approaches to economic and community development in rural communities.



TOWN OF WRIGHT

ECONOMIC DEVELOPMENT PLAN



DISCUSSION



TOWN OF MOUNTAIN VIEW ECONOMIC DEVELOPMENT PLAN

PLANNING GRANT APPLICATION

\$75,000 Grant Request

\$25,000 Cash Match

Total Project Costs: \$100,000



PROJECT OVERVIEW

The Town of Mountain View is requesting a \$75,000 planning grant for the purposes of developing an Economic Development Plan.

Mountain View is a small, rural community located in the southwest part of the state. The population is approximately 1,200 with the mining industry accounting for the major employers in the area, which include trona, coal plants, power plants, gas plants, etc. Mountain View is located about 7 miles south of Interstate-80 and the community sees visitors driving directly through town to get to Flaming Gorge and the Uinta Mountains.

UINTA COUNTY
IS INTRODUCING A
1/2 CENT
ECONOMIC DEVELOPMENT
TAX

PROJECT EVALUATION

NEEDS ASSESSMENT

The last economic and community development plan for the Town was developed in 2006. Additionally, there is new activity occurring in the southwest region of the State, and the community wants to be prepared for it.

The upcoming nuclear power plant in Kemmerer is proposed to bring in approximately 2,000 jobs during the building phase and approximately 200 permanent jobs.

Additionally, Genesis Alkali near Green River has finalized its expansion. There are two additional trona mines (Project West with WE Soda and Pacific Soda). Pacific Soda has between 2,000-4,000 temporary workers and will employ 530 full-time workers at full operation in 2026/2027. Finally, the Exxon Gas Plant near Kemmerer is moving toward carbon capture.

These opportunities will mean an influx of population to Mountain View and a need for increased workforce, housing, services, etc, as the Town is one of the closest communities to many of these new developments.

PROPOSED SCOPE OF WORK

The proposed scope of work will address job creation & workplace needs, population statistics, analyzing employment trends, and what kinds of businesses could be supported.

Specifically, the plan will address housing and lodging necessities with analysis of affordability, quality, and availability. The plan will also include a review of the language of current codes and zoning, changes in retail storefronts, an average of increase of traffic during the busy months, polls/surveys, and current economic trends.

COMMUNITY IMPLEMENTATION

Mountain View staff has the ability to correctly manage and administer funds. They have successfully promoted several new businesses, including a dental office, a coffee shop, a car wash, a bank, 2 professional buildings, a credit union, a medical clinic and a salon.

Additionally, the community utilized ARPA funds to replace outdated and inoperable fire hydrants. They have also invested county consensus monies and a State Revolving Fund (SRF) loan to build a mechanical sewer plant. Finally, they are currently utilizing Homeland Security Grant monies to remodel their police station.

PROJECT EVALUATION

POTENTIAL PARTNERS

The community has received several letters of support from potential partners, including:

- Senator Wendy Davis Schuler
- Representative Jon R. Conrad
- Uinta Co School District Four
- Bridger Valley Electric Association
- City of Evanston
- TerraPower
- Uinta County Commissioners
- Union Telephone Company
- Uinta County Economic Development Commission
- Town of Bear River
- City of Kemmerer
- Bridger Valley Chamber of Commerce

PROJECT SOURCES & USES

SOURCES

BRC Grant	\$75,000
Cash Match	\$25,000
TOTAL PROJECT COSTS	\$100,000

BRC % of Total Project Costs	75%
Local % of Total Project Costs	25%

USES

Consulting Services	\$100,000
TOTAL USES	\$100,000

RECOMMENDATION: FUND AS REQUESTED

- Planning is foundational to economic and community development.
- Empowers the community to sustainably develop their own unique economy.
- Uinta County is addressing economic growth and increasing local capacity by introducing a ½ cent economic development tax that will be on their August 2024 ballot.
- Need is clearly identified, with a scope of work that is consistent with that need.



NORTHERN ARAPAHO TRIBE WIND RIVER INDIAN RESERVATION DATA CENTER FEASIBILITY STUDY

PLANNING GRANT APPLICATION

\$50,000 Grant Request

\$17,000 Cash Match

Total Project Costs: \$67,000



PROJECT OVERVIEW:

The Northern Arapaho Tribe is requesting a \$50,000 planning grant for the purposes of developing the Wind River Indian Reservation Data Center Feasibility Study.

Through its enterprise Northern Arapaho Tribal Industries (NATI), Northern Arapaho Tribe will develop a strategic plan for the creation of a large climate-controlled data center of Wind River Indian Reservation to house and traffic the critical applications and data of companies and corporations.

PROJECT EVALUATION

NEEDS ASSESSMENT

Wind River Indian Reservation is challenged by high poverty and unemployment, low incomes, and a lack of jobs and resources. According to the most recent U.S. Census American Community Survey 5-year estimates, the three largest towns on the reservation proper of Arapahoe, Ethete and Fort Washakie have per capita incomes of \$14,606, \$14,433, and \$14,938, and unemployment rates of 22.9%, 20.8%, and 16.4% respectively. (In contrast, the average U.S. per capita income for the same time period was over double these amounts at \$31,177, and the average U.S. unemployment rate was only 6.6%.)

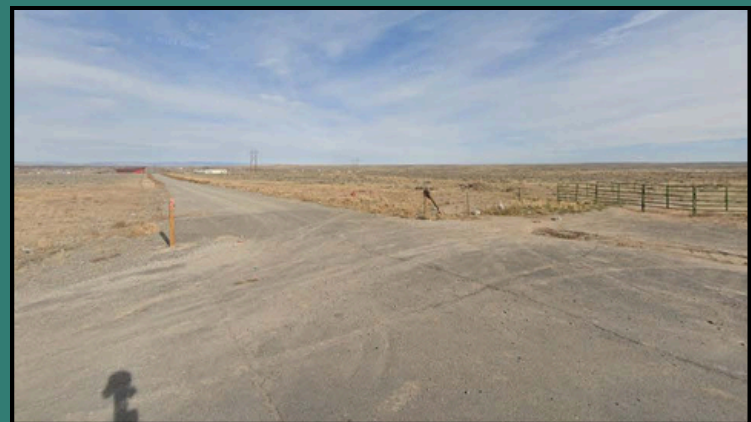
Additionally, there is very little private sector activity on the reservation, and traditional employment sectors such as government, mining and agriculture sectors have been declining. Based on these items, there is need for economic diversification in the area.

Northern Arapaho Tribal Industries (NATI) and its Internet company Wind River Internet (WRI) are currently installing fiber optic cable for high-speed Internet for the entire reservation. In addition to this, there is a lack of natural disasters and low humidity levels for this region, making it an ideal location for a data center.

PROPOSED SCOPE OF WORK

The goal in conducting this feasibility study is to understand what the potential is for a data center and to gauge the marketability, size and scale for this project in the community. The feasibility study report should address the following:

- WRI's real and perceived strengths and weaknesses.
- Analyze adequate connectivity, speeds and bandwidth.
- Identify potential leaders in the tribal data center market.
- Identify potential major partners, including other tribes.
- Analysis of the potential cost to build and manage.
- Determine a potential carbon neutral energy matrix.
- Determine potential funders, including new market tax credits, USDA, and/or EDA.



PROJECT EVALUATION

COMMUNITY IMPLEMENTATION

Northern Arapaho Tribal Industries (NATI) will take the lead on the feasibility study. They have also identified other tribally-owned data centers who may be able to assist in the process. These include:

- Navajo Nation - Innava Data Solutions
- Forest County Potawatomi - Data Holdings LLC
- Salt River Pima - Pima/Maricopa Indian Community
- Choctaw Nation - Choctaw Nation Data Center
- Cow Creek Band of Umpqua - Umpqua Technologies LLC

POTENTIAL PARTNERS

Northern Arapaho Tribal Industries will partner with the Northern Arapaho Economic Development Commission for this project. Potential additional key project partners include the State of Wyoming, the EDA, USDA and First Interstate Bank.

PROJECT SOURCES & USES

SOURCES

BRC Grant	\$50,000
Cash Match	\$17,000
TOTAL ELIGIBLE PROJECT	\$67,000

COSTS

BRC % of Total Project Costs	75%
Local % of Total Project Costs	25%

USES

Consulting Services	\$67,000
TOTAL USES	\$67,000

RECOMMENDATION: FUND AS REQUESTED

- Planning is foundational to economic and community development, and determining the feasibility of a project before moving forward with it can reduce costs while ensuring the best project is completed.
- Potential to activate Wyoming's new economic sectors in digital & technology.
- Potential to assist in delivering accessible services, tools, opportunities and amenities to enable growth for Wind River Indian Reservation.

TOWN OF RANCHESTER ECONOMIC DEVELOPMENT PLAN

PLANNING GRANT APPLICATION

\$75,000 Grant Request

\$25,000 Cash Match

Total Project Costs: \$100,000

PROJECT OVERVIEW

The Town of Ranchester is requesting a \$75,000 planning grant for the purposes of developing an Economic Development Plan for their community.

Ranchester is a small, rural community with 1,064 residents. The town is east of the Big Horn Mountains and about 15 miles north of Sheridan. Ranchester sees many visitors travel through town on their way to Yellowstone National Park, as US Highway 14 runs right through the middle of town.

Ranchester has been a bedroom community for the coal mine industry and the City of Sheridan for many decades.

NEEDS ASSESSMENT

Ranchester is experiencing a steady growth rate of about 4% per year and has been receiving inquiries from business owners who are interested in opening businesses in the area. However, the town acknowledges that there are constraints to growth as Ranchester is limited by the railroad that is located to the north of town and the Tongue River to the south. Other challenges faced by the town is competition from larger chain stores in Sheridan, which can make it difficult for local businesses to compete.

An economic development plan would assist the town in proactively assessing its existing business and commercial zoning, as well as newly developed and annexed business-zoned land.



PROJECT EVALUATION

PROPOSED SCOPE OF WORK

To determine what businesses and services are needed in Ranchester, it's important to identify stakeholders including local businesses, community members, and other interested parties. This can help identify gaps in the local economy and opportunities for new development.

Once these needs have been identified, the town will assess its existing infrastructure and identify any improvements that are needed to accommodate new businesses and industries. This can include upgrades to water, sewer, and utility systems, as well as improvements to roads, sidewalks, and other infrastructure.

To fund these improvements, the town will also explore a range of funding sources, including state and federal grants, private investment, and public-private partnerships.

Other items included in the scope of work are:

- Analysis of current economic activity (including Ramaco-ICAM and the Brook Mine), as well as recommended areas for growth potential.
- Identify key industries and sectors that are poised for growth in the Ranchester area.
- Analysis of the Town's policies, infrastructure, amenities, etc.
- Analysis for future annexation possibilities for new business and/or residential subdivisions.

COMMUNITY IMPLEMENTATION

Town staff have experience and expertise to manage projects and implement the plan. They have successfully completed several studies and projects over the years.

These include:

- WWDC Level I Water Study 2024
- Sanitary Sewer Master Plan 2024
- Transportation Master Plan 2023
- Water/Sewer Rate Study 2023
- US Hwy 14 Speed Study 2023
- Community Block Grants Business Center AKA Information Center, Ranchester
- Mercantile Building
- Entryway Rehab Project 2010
- Downtown Development Plan 2009
- Community Survey 2008

**THE TOWN IS
EXPERIENCING A GROWTH
RATE OF**

**4% PER
YEAR**

PROJECT EVALUATION

POTENTIAL PARTNERS

Ranchester has an opportunity to leverage local economic development by fostering a relationship with Ramaco. With close proximity to both Sheridan and Dayton, there may be opportunities to partner and create synergies that benefits Wyoming and bring more economic potential to the region.

Additionally, with the proposed Brook Mine and opportunities with Ramaco-ICAM, there is potential for economic growth.

The community has also received several letters of support, including from City of Sheridan, Sheridan County Chamber of Commerce, SEEDA, Sheridan Memorial Hospital, etc.



PROJECT SOURCES & USES

SOURCES

BRC Grant	\$75,000
Cash Match	\$25,000
TOTAL PROJECT COSTS	\$100,000

BRC % of Total Project Costs	75%
Local % of Total Project Costs	25%

USES

Consulting Services	\$100,000
TOTAL USES	\$100,000

RECOMMENDATION: FUND AS REQUESTED

- Planning is foundational to economic and community development.
- The town is experiencing a steady growth rate of about 4% per year.
- The proposed scope of work is well thought-out.
- Empowers the community to sustainably develop their own unique economy.

TOWN OF WRIGHT ECONOMIC DEVELOPMENT PLAN

PLANNING GRANT APPLICATION

\$100,000 Grant Request

\$33,333 Cash Match

Total Project Costs: \$133,333

PROJECT OVERVIEW

The Town of Wright is requesting a \$100,000 planning grant for the purposes of developing an Economic Development Plan for their community.

Wright is located 40 miles south of Gillette on Highway 59, with a population of approximately 1600 people. Wright was originally established as a mining town and still depends heavily on the energy industry. The town anticipates that this planning process will help identify value-added opportunities for current and new industries that will fit in the region.

TOWN IS PROPOSING A

1%

SPECIAL PURPOSE TAX FOR
HOUSING DEVELOPMENT

NEEDS ASSESSMENT

The last Economic Development and Comprehensive Plan was completed in 2014. Projects that have been completed from this plan include a New Town Hall, new Ag Complex facility, the previous town hall building was transformed into a community center, etc. However, since that time the town acknowledges that significant changes in energy markets, housing and workforce have occurred.

In 2019, the Town completed a Housing Study and began a Community Review process with Wyoming Business Council staff. Unfortunately, the COVID pandemic stalled and eventually ended this process.

PROJECT EVALUATION

PROPOSED SCOPE OF WORK

The proposed scope of work for this plan includes:

- Local Demographics
- Infrastructure Capacity and a plan for growth and development in and around Wright.
- Economic opportunities that will bring more revenue, increased population, and additional support for the energy sector.
- Constraints - make suggestions on future infrastructure planning as the community grows in businesses, housing, and workforce development.
- Land & Development opportunities.
- Implementation Plan

COMMUNITY IMPLEMENTATION

The community has seen success with past measures, such as the 2014 Economic Development and Comprehensive Plan. Furthermore, the Town had a lot of interest and buy-in from the community during the initial phases of the 2019 Community Review process.



"Our mission as a community is to maintain and enhance the quality of life in Wright through creating a sense of community, diversifying the economy to bring in employment opportunities for a broad cross section of people."

PROJECT EVALUATION

POTENTIAL PARTNERS

The Town plans to work with community partners and residents to complete their Economic Development Plan. They have received several letters of support for this project, including from Campbell County, Wright Water & Sewer, Campbell County School District, Energy Capital, Powder River Energy Corporation (PRECorp), and Senator Eric Barlow.

PROJECT SOURCES & USES

SOURCES

BRC Grant	\$100,000
Cash Match	\$33,333
TOTAL ELIGIBLE PROJECT	\$133,333

COSTS

BRC % of Total Project Costs	75%
Local % of Total Project Costs	25%

USES

Consulting Services	\$133,333
TOTAL USES	\$133,333

RECOMMENDATION: FUND AS REQUESTED

- Planning is foundational to economic and community development.
- Empowers the community to sustainably develop their own unique economy.
- Community is also addressing a barrier to its economic growth and working to increase local capacity with their proposed 1% special purpose sales tax for housing development.
- Allows community to work with partners to develop effective approaches to economic and community development in rural communities.





WYOMING SENATE DISTRICT 15

February 4, 2024

Wyoming Business Council
214 W. 15th Street
Cheyenne, WY 82002

Dear Wyoming Business Council Board,

I am excited to offer my support for the Town of Mt. View to receive funds for a Business Ready Grant for the purpose of developing an Economic Development Comprehensive Master Plan. The Mayor and Council are proactive by searching for ways to get in front of the impacts of potential growth in the near future. With the expansion of trona mines, gas plants, and a nuclear facility nearby, Mt. View will need to be ready for that growth and potential economic development.

The town has used a number of tools in the past to help with growth, including a partnership with the WBC. They have made progress in the past with new businesses and job creation, but they will need the help of a consultant and other partners to develop the vision and roadmap that will be needed to accomplish smart economic success with this incoming growth.

Housing will be an issue with the migration of workers, as well as amenities that are presently not available. Infrastructure, retail stores, workforce, and other issues will need to be dealt with and having a master plan will capture the advantages of living in this wonderful community while providing lasting jobs and long-term housing. Mt. View is my hometown, and I am excited to see what positive outcomes are possible with the help of the WBC and a city that is ready to roll! I hope you will give serious consideration to this proposal which will help Southwest Wyoming be the model for economic success.

Senator Wendy Davis Schuler



WYOMING HOUSE DISTRICT 19

Wyoming Business Council
214 West 15th Street
Cheyenne, WY 82002

10 February 2024

Dear Wyoming Business Council,

I want to formally express my unequivocal support for the Town of Mountain View's pursuit of a Business Ready Community Planning Grant Program in the amount of \$75,000 that is critical in the pursuit of an Economic Development Comprehensive Master Plan (EDCMP). The Town's vested interest in this effort is reflected by their \$25,000 budgetary allocation. This EDCMP would provide the Town of Mountain View and surrounding community, a critical tool that would foster specific objectives with definable strategies for economic development viability at a time unlike any other in recent memory.

Specifically, this grant would provide the necessary roadmap to success in an area that surrounded by a multitude of business development's such as the nearby TerraPower's Natrium Nuclear Reactor, known expansions of the four natural soda ash mines, greenfield project for a new or fifth soda ash mine, carbon sequestration projects, etc. that is projected to bring in ~7,500 jobs within the next five years.

As noted within the application, the EDCMP would define, measure, analyze, improve and control for strategies that address housing, supporting businesses, workplace needs including education, employment opportunities, zoning, traffic, tourism, etc. The supporting partnerships noted within the application have built a solid foundation for success and look forward to working collaboratively in the success and execution of the EDCMP.

The Town of Mountain View and respective leadership are dedicated, passionate and strategic thinkers who recognize the endless positive opportunities and ask for your help in achieving this grant award. In closing, please do not hesitate in reaching out to me for further questions and any information that I can provide. Your favorable consideration on behalf of the Town of Mountain View, surrounding communities and citizens is greatly appreciated. Uinta County makes Wyoming great!

Sincerely,

A handwritten signature in black ink that reads "Jon R. Conrad".

Representative Jon R. Conrad



Uinta County School District No. Four

PO Box 130, Mountain View, Wyoming 82939
Phone (307) 782-3377 ext. 4201
Fax (307) 782-6879

Jeffrey M. Newton, Superintendent of Schools

www.uinta4.com

February 9, 2024

To Whom It May Concern

I am writing to express my wholehearted support for the Town of Mountain View's application for a Business Ready Community (BRC) planning grant. As the superintendent of Uinta County School District Four, I am acutely aware of the economic challenges facing our community, particularly in relation to the expected growth resulting from the expansion of the mining industry in our area.

The potential economic growth in our area brings with it a host of opportunities, but also significant challenges, particularly in terms of housing, rentals, and essential services. As the demand for housing increases with the influx of workers and their families, it is imperative that we have a comprehensive plan in place to ensure that our community remains vibrant, inclusive, and sustainable for all residents, both present and future.

A comprehensive master plan for economic development will provide the framework necessary to address these challenges effectively. By strategically planning for the future, we can ensure that the growth spurred by the expansion of the mining industry benefits all members of our community. This includes not only providing adequate housing and rental options but also ensuring access to essential services such as education, healthcare, hotels and restaurants.

As the leader of our school district, I recognize the importance of collaboration and coordination between the public and private sectors in addressing these complex issues. By working together, we can leverage our collective resources and expertise to create a thriving community that supports economic prosperity while also prioritizing the well-being and quality of life of our residents.

I commend the Town of Mountain View for taking proactive steps to address these challenges and for seeking support through the BRC planning grant. I am confident that with this funding, the town will be well-positioned to develop a robust and effective master plan for economic development that will benefit our entire community for years to come.

Please do not hesitate to reach out if I can provide any further support or assistance in this endeavor. Together, I am confident that we can build a brighter future for the Town of Mountain View and its residents.

Sincerely,

Jeffrey M. Newton

Superintendent

Uinta County School District Four

Board of Trustees: Charlotte Black Dale Madsen Travis R. Nielson Aaron T. Rudy Brian Tims

Excellence in Teaching... Opportunity Through Learning

The State of Wyoming provides Hathaway merit and need scholarships to Wyoming students attending the University of Wyoming and Wyoming community colleges



P. O. Box 399, Mountain View, Wyoming 82939
40014 Bus. Loop I-80 Ph: (800) 276-3481
(307) 786-2800 FAX (307) 786-4362

February 14, 2024.

To whom it may concern,

I am writing on behalf of Bridger Valley Electric Association to express our full support for the Town of Mountain View's application for the BRC Economic Development Comprehensive Master Plan with the Wyoming Business Council. We have thoroughly reviewed the attached grant application. We are impressed by the dedication and foresight demonstrated by the Town of Mountain View in planning for the future of their community and the surrounding areas.

As a rural electric cooperative serving the region, we understand the critical importance of economic development initiatives in fostering sustainable growth and prosperity for our members and communities. The comprehensive master plan proposed by the Town of Mountain View aligns perfectly with our shared vision for the region's future, and we believe it will significantly benefit all stakeholders involved.

The Town of Mountain View has consistently demonstrated a commitment to collaboration and inclusivity in its planning efforts, ensuring that the voices and needs of all stakeholders are heard and considered. This approach reflects a genuine dedication to fostering community resilience and enhancing the quality of life for residents both now and in the years to come.

Therefore, Bridger Valley Electric Association wholeheartedly endorses the Town of Mountain View's grant application for the BRC Economic Development Comprehensive Master Plan. We believe that the successful implementation of this plan will not only catalyze economic growth but also strengthen the fabric of our communities and create a brighter future for future generations.

Thank you for the opportunity to offer our support for this critical initiative. Please do not hesitate to contact us for further assistance or information. We look forward to witnessing the positive impact that this master plan will undoubtedly have on the Town of Mountain View and the entire region.

Sincerely,

Andy Hewitt
CEO/General Manager

ahewitt@bvea.coop

cell:307-780-5798

office:307-786-2836



Kent Williams

Mayor

February 8, 2024

Wyoming Business Council
214 West 15th Street
Cheyenne, Wyoming 82002

RE: Town Of Mountain View/ BRC Grant Application

Dear Wyoming Business Council:

I enthusiastically offer my support for the Grant application of the Town of Mountain View to enable them to develop Comprehensive Master Plan focused on Economic Development. Planning is essential in offering and outlining direction and goal setting for any community. These plans are often difficult to develop and with tight community budgets, difficult to fund.

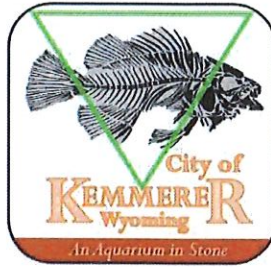
Mountain View is a flagship community for Uinta County and indeed all of Southwest Wyoming. This grant would allow them to shine even brighter. The City of Evanston is proud to offer support to our good neighbors to the East and hope that you will give their application every consideration.

Best regards,

A handwritten signature in blue ink, appearing to read "Kent Williams", with a long horizontal flourish extending to the right.

Kent Williams
Mayor

Kemmerer City Hall
220 State Highway 233
Kemmerer, WY 83101



(307) 828-2350
www.kemmerer.org

Make it Matter – Make it Better – Make it Happen

March 09, 2024

To Whom it May Concern,

I am writing this letter of support on behalf of the City of Kemmerer Wyoming in favor of the Town of Mt. View Wyoming.

As most know Wyoming is made up of mostly small municipalities and generally a considerable distance removed from each other. That distance aside, we are morally close in the regard that at times we all need each other's help and support. Being small communities we all occasionally have larger projects that the said community is not able to house, feed and have all the support services needed by an somewhat overwhelming work force.

At times just trying to plan for long term growth and expansion to provide for our citizens is difficult as our on hand funding significantly impacts our staffing capabilities.

This letter will hopefully show that we support and endorse our neighboring communities moving in to the future.

City of Kemmerer,

W.J. Thek

Mayor Bill Thek



March 6th 2024

Wyoming Business Council
214 West 15th Street
Cheyenne, Wyoming 82002

Dear Wyoming Business Council,

Subject: Support for the Town of Mountain View's BRC Economic Development Comprehensive Master Plan Application

On behalf of the Bridger Valley Chamber of Commerce, I am writing to express our strong support for the Town of Mountain View's application for a Business Ready Community (BRC) Planning Grant to develop an Economic Development Comprehensive Master Plan.

The foresight to plan and prepare for economic growth is crucial not only for Mountain View but also for the broader Bridger Valley and Uinta County regions. With the anticipation of significant economic shifts driven by developments such as the Terra Power Nuclear Power Plant, the expansion of the Genesis Alkali Mine, and advancements at the Exxon Gas Plant, it is imperative that our community is equipped to navigate and capitalize on these changes.

The proposed master plan represents a proactive step toward addressing key challenges, including workforce housing, low-income housing availability, and the infrastructural demands associated with population growth and increased tourism. Furthermore, it underscores a commitment to sustainable economic development, enhancing quality of life, and ensuring the economic vitality of our region.

The Bridger Valley Chamber of Commerce recognizes the importance of this plan in guiding future growth, fostering economic resilience, and enhancing the well-being of our communities. We believe that the implementation of this master plan will provide a clear direction for economic development, job creation, and housing solutions that will benefit our region for years to come.

We appreciate the Wyoming Business Council's consideration of the Town of Mountain View's application and reiterate our full support for this initiative. Together, we can achieve a thriving, dynamic, and prosperous future for Mountain View, Bridger Valley, and Uinta County.

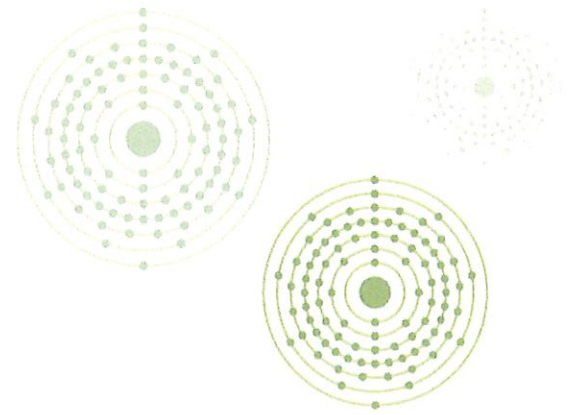
Thank you for your attention to this important matter.

Sincerely,



Eric C. Wyatt
President
Bridger Valley Chamber of Commerce

PO Box 1506, 100 W Sage St.
Lyman, WY 82937
c : 307-780-3073
p : 307-787-6738
e : bridgervalleychamber@gmail.com



March 5, 2024

Wyoming Business Council
214 West 15th Street
Cheyenne, WY 82002
307-777-2800

Subject: TerraPower, LLC Letter of Support
Mountain View Business Ready Community Grant Application

Dear Josh Dorrell and Members of the Board:

TerraPower, LLC (TerraPower) is pleased to provide this letter to show support for the Town of Mountain View's grant application for Business Ready Communities for development of a comprehensive master economic development plan. Mountain View's grant will help to prepare the region for new developments like the Kemmerer Nuclear Plant, which requires planning by the whole community. We believe this will be a benefit going forward for the nearby communities and the plant.

Further, we believe that the full proposal of this grant will not only benefit the community immediately, but prepare the community for future, long-term economic growth. TerraPower has a vested interest in Mountain View's economic success, as the success of our investments in Wyoming will depend on the development of the economies in the region. Specifically, in conjunction with the Kemmerer Nuclear Plant, TerraPower projects that it will bring over 2,000 jobs to southwestern Wyoming over the next three years, bolstering the workforce in the area. For this to be sustainable, we expect that we will be an active participant in the local economies as this work moves forward.



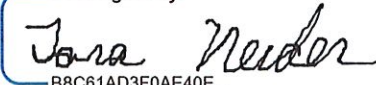
About TerraPower

TerraPower is a nuclear energy company focusing on development of ample, affordable, reliable energy while protecting the environment. TerraPower's current projects involve development of advanced nuclear reactors that have the potential to provide enhanced operational performance, safety, security, and economic value. TerraPower's work has benefitted from collaborations with more than 80 corporations, national laboratories, universities, and expert consultants. These collaborations allow us to innovate, greatly speeding up the process to efficiently execute all the elements needed to develop, demonstrate, and commercialize cutting-edge programs and technologies, including the Kemmerer Nuclear Plant. This advanced energy demonstration project is intended to validate the design, construction, and operational features of the Natrium system. The project will bring a commercial operating, advanced nuclear reactor online that will deliver carbon-free, reliable power to the electric grid and provide good-paying jobs in Wyoming for decades to come.

Feel free to reach out to us at ritacmeyer@gmail.com if you require any further clarification on our support for Mountain View.

We look forward to a promising partnership with your community and will endeavor to do anything we can to assist.

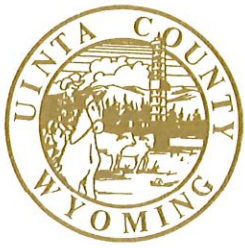
Sincerely,

DocuSigned by:

B8C61AD3F0AE40E...

Tara Neider

Senior VP and Project Director, Natrium

cc: Jonathan Cruse, Director, Contracts
Craigton Goeppelle, General Counsel



UINTA COUNTY COMMISSIONERS

BRENT HATCH | MARK ANDERSON | ERIC SOUTH

February 20, 2024

Wyoming Business Council,

Uinta County is excited to offer this letter of support in this grant application for Mountain View. We recognize the important ongoing effort of all Wyoming municipalities and counties in economic development. Mountain View specifically has a unique opportunity and challenge in their proximity to several upcoming projects. We believe that their efforts to develop a master plan shows commitment and responsibility to the residents of the Bridger Valley in preparing for the very certain impacts they will soon face. The plan will help them put their best foot forward in preparing for these impacts.

An Economic Development Comprehensive Master Plan would help them confront the challenges and opportunities that they will face with specifically the Terra Power Nuclear Power Plant, the expansion of the Genesis Alkali Mine and the Exxon Gas Plant. Some of the challenges they recognize that the plan will help them more clearly identify solutions to our workforce housing, low-income housing, short-term rentals, as well as long-term housing, restaurants, workforce accommodations such as hotels, gas stations, and the job creation that comes with all of the above.

It is estimated that the new job total for these projects is close to 2000 during the construction phase with 200 permanent new jobs to the area. This shows the need to prepare the community for this influx in people as well as the ability to capitalize on new economic opportunities with subsidiary businesses that may come to the area as well.

This Master Plan would not only benefit Mountain View as a municipality but would also offer help to local business partners such as the Bridger Valley Chamber of Commerce, UCSD#4, Uinta County, Bridger Valley Joint Powers Board, Bridger Valley Electric, Union Wireless, and so many more. These benefactors and others have profound importance to the area and the success of the projects that will soon be in the works.

In conclusion we thank you for the opportunity these grant monies offer us all in Wyoming and thank you for the time and consideration in reviewing the grant application. We are available at any time for any questions you may have for Uinta County concerning this application from Mountain View. Mountain View town council and Mayor have always been a great partner in Uinta County and they have our full support in all their future economic development efforts.

Sincerely,

Chairman Mark Anderson

Commissioner Eric South

Commissioner Brent Hatch



850 North Highway 414 • P.O. Box 160 • Mountain View, WY 82939

February 27, 2024

Wyoming Business Council
214 West 15th Street
Cheyenne, Wyoming 82002

RE: Town of Mountain View BRC Grant Application

Dear Wyoming Business Council:

On behalf of Union Telephone Company, I am writing to support my wholehearted support for the economic development comprehensive master plan grant application submitted by the Town of Mountain View. As a business of over 110 years old and our home office being in Mountain View, I have witnessed firsthand the critical need for strategic planning and investment in our community's economic future.

The Town of Mountain View consistently demonstrates commitment to ensure the voices and needs of stakeholders are heard and considered. The proposed plan will outline strategies for job creation, business retention, infrastructure development and seeks to ensure that economic growth benefits all members of not only our community but the surrounding communities.

We look forward to the positive impact the master plan will have on the Town of Mountain View and the entire region.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Brian Woody', with a long horizontal flourish extending to the right.

R. Brian Woody

Chief Customer Relations Officer

Union Telephone Company



UCEDC Uinta County Economic
Development Commission

Uinta County Economic Development Commission
225 9th Street Evanston, WY 82930
(307)783-0318

February 7, 2024

Wyoming Business Council
214 West 15th Street
Cheyenne, WY 82002

Re: Town of Mountain View's "BRC Planning Grant Application for Economic Development"

To Whom It May Concern,

The purpose of this letter is to express support for the Town of Mountain View on the submittal of a Business Ready Community Planning Grant Application for Economic Development to the Wyoming Business Council. The Town of Mountain View intends to pursue the project of a Comprehensive Master Plan.

The Town of Mountain View is located in Uinta County Wyoming which has been primarily part of a coal and gas industry mixed with agricultural businesses. The Town of Mountain View is always trying to diversify their economy with multiple land use endeavors and this project could greatly increase the Town of Mountain View's ability to seek potential growth.

The proposed project has the potential to benefit the Town of Mountain View by exploring the feasibility, challenges, and benefits for Economic Development. The development of a Comprehensive Master Plan will outline long term visions and goals for economic growth in the area.

Accordingly, the Uinta County Economic Development Commission is supportive of projects aimed at Economic Development and are pleased to endorse our support for the Town of *Mountain View* in their application to the Wyoming Business Council for a Business Ready Community Planning Grant. We hope the Wyoming Business Council will strongly consider funding the Town of Mountain View's grant application.

Sincerely,

Dan Wheeler
Chairman

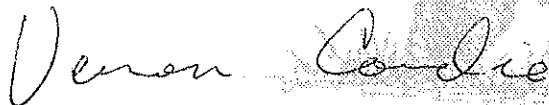
TOWN OF BEAR RIVER

81 Elk Drive
Bear River, Wyoming 82930
307-789-2800

Wyoming Business Council

To Whom it may concern

I am writing this letter in support of the town of Mt. View's efforts to put together an Economic Master Plan. I am the Mayor of Bear River Wyoming, and I have seen the growth that has come to southwest Wyoming. I anticipate much more growth in the years to come, and Mt. View is being proactive in their efforts to handle this growth. I fully endorse what they are doing in Mt. View and I would encourage you to approve their grant application.



Vernon Condie

Mayor of Bear River Wyoming

EST. 2001
Uinta County, Wyoming



Office of the Mayor

City Hall, 3rd Floor
55 E. Grinnell Plaza
Sheridan, WY 82801
(307) 675-4202
rbridger@sheridanwy.gov
www.sheridanwy.gov

March 11, 2024

Wyoming Business Council
Noelle Reed
Community Development Manager
214 West 15th St.
Cheyenne, WY 82002

Dear Ms. Reed,

I am writing to express my enthusiastic support for the Town of Ranchester, Wyoming, Economic Development Planning Grant application. As the Mayor of Sheridan, I have witnessed firsthand the pressing need for strategic economic development initiatives to foster growth and prosperity in our own community.

The proposed grant project aligns perfectly with our community's goals and aspirations for sustainable economic development. Investing in planning initiatives can lay the groundwork for future growth, attract new businesses, create employment opportunities, and enhance residents' overall quality of life.

Moreover, securing this grant will benefit our community directly and serve as a catalyst for regional economic advancement. By collaborating with neighboring communities and leveraging resources effectively, we can amplify the positive impact of this grant and create a ripple effect of prosperity across the region.

In conclusion, I wholeheartedly endorse the Town of Ranchester Economic Development Planning Grant application and urge you to consider it favorably. The successful implementation of this project will not only address immediate economic needs but will also pave the way for a vibrant and resilient future for our city and its residents.

Thank you for your attention to this matter. Please do not hesitate to reach out if you require any further information or assistance.

Sincerely,

Richard Bridger
Mayor

March 11, 2024

Wyoming Business Council
214 West 15th St.
Cheyenne, WY 82002

Subject: Letter of Support for the Town of Ranchester economic development plan grant application

Dear Members of the Wyoming Business Council:

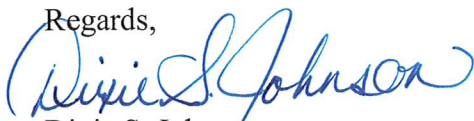
As the largest voice of local business for more than 100 years, the Sheridan County Chamber of Commerce is a catalyst for business prosperity and a champion for a stronger community. As such, the Chamber is pleased to write this letter of support for the Town of Ranchester's Business Ready Community grant application to complete an economic development plan for the community.

With the prospect of development of the Brook Mine between Ranchester and Sheridan and growth already estimated to be 4% for the foreseeable future, the Town of Ranchester is proactively seeking professional assistance to identify economic development opportunities to benefit the town and Sheridan County. Some of these opportunities include workforce housing to serve the industrial park on the north side of Sheridan and for the expanding school population in the Tongue River Valley. The grant would be used to help identify, attract and retain businesses and services for that area.

Business retention and expansion, as well as diversifying our economy, are high priorities for the state. In Sheridan, we've seen great success in growth and diversification. It is vital that our municipalities plan and prepare for increased growth in their communities and take advantage of the opportunities it brings. Your support of this grant will have a great impact on our community and the businesses within.

We ask for your favorable consideration of the Town of Ranchester's application. Thank you for your time.

Regards,



Dixie S. Johnson
CEO

Dixie Johnson
Chief Executive Officer

PRESIDENT
Jen Crouse
Sheridan College
Foundation

DIRECTORS

Kristen Czaban
Sheridan Memorial
Hospital

Butch Dillon
Sheridan Floor To Ceiling

Jessie Dykhouse
FDL Consulting, LLC

Nadine Gale
AlphaGraphics

Rosemary Garber
Century 21 BHJ Realty,
Inc.

Ron Lee
Rocky Mountain
Sports

Laura Lehan
Peak Consulting

Brady Lewis
WWC Engineering

Ty Malone
Kennon

David Schwend
Navajo Transitional
Energy Company – Spring
Creek Mine

Aaron Sopko
Range

Mikole Bede Soto
Chapman Valdez &
Lansing Law Office

THANK YOU PLATINUM COMMUNITY PARTNERS



Shanna White
Manager, Co-owner
This Joyful Home
254 US Hwy 14, Suite A # 28
Ranchester, WY 82839

March 7, 2024
To Whom It May Concern
Wyoming Business Council
214 W 15th St.
Cheyenne, WY 82002

Hello fellow Wyomingites,

I am writing to you as a co-owner of This Joyful Home. We are a gift shop and e-commerce business based in the heart of Ranchester, Wyoming. In fact, we are located in a building constructed through a collaborative effort between the town and the Wyoming Business Council. Since our relocation to Ranchester in 2017, we have been privileged to witness and contribute to the local community's growth and vibrancy.

The purpose of this letter is to express our strong support for the Town of Ranchester's application for a Business Ready Community grant. We firmly believe that this grant is an important step toward ensuring that Ranchester continues to flourish as a supportive environment for small businesses and enhances its appeal as a charming and favored stop for Yellowstone-bound travelers.

I appreciate the time that the Mayor and the town council has put into planning for growth and development. Realizing this potential requires intentional effort and investment in both time and resources. An attractive and welcoming aesthetic is crucial for drawing in visitors and encouraging them to stop and explore all that our town has to offer. Moreover, a visually appealing town environment contributes significantly to the quality of life for residents and creates a positive atmosphere for business operations. Through the Business Ready Community grant, Ranchester can develop a plan for the necessary improvements and initiatives aimed at beautifying the town and making it more accessible and attractive to both tourists and potential new businesses.

As a business deeply committed to the well-being and prosperity of Ranchester, we are excited about the opportunities that the Business Ready Community grant would unlock. We are committed to being active participants in the town's development journey and are eager to contribute our part to making Ranchester a vibrant and thriving community. In conclusion, I strongly advocate for the approval of Ranchester's application for the Business Ready Community grant. The grant's impact will extend far beyond the immediate aesthetic enhancements; it will signify a forward step in our collective vision for a thriving, business-friendly, and visitor-welcoming town.

Thank you for considering this letter of support. We are hopeful for a positive decision and are excited about the future prospects for our town and its small businesses.

Sincerely,
Shanna White
Manager, Co-owner
This Joyful Home

SEEDA

Sheridan Economic and
Educational Development Authority

March 15, 2024

Wyoming Business Council Board of Directors
214 West 15th Street
Cheyenne, WY 82002

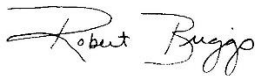
Dear Wyoming Business Council Board of Directors:

I am writing this letter in full support of the Town of Ranchester's application to the Wyoming Business Council for an Economic Development Planning Grant. Careful planning is an important part of strategic economic development efforts as it allows communities to set goals for expanding local capacity and selecting meaningful projects; while understanding their community's needs, current constraints, and available resources. As Ranchester continues to experience steady growth, a solid plan will help position the town to better leverage its resources to be ready for further investment.

Sheridan's own success in the area around the north Sheridan I-90 interchange can be in large part attributed to the shared vision and goals established in the North Main Master Plan and other similar documents. These plans formed a framework that allowed Sheridan to prioritize projects and engage in targeted improvements that ultimately attracted substantial business investments. I believe that Ranchester's community plan will in a similar way help the town identify priorities and ways to focus resources to achieve its economic development goals to the benefit of the residents of Sheridan County. Further, I believe that Ranchester's planning efforts will complement SEEDA's activities in the north part of Sheridan by addressing infrastructure and other resources needed to provide for workforce housing and other services. The planning process will provide an opportunity to enhance collaboration between Ranchester, SEEDA, and other economic development partners.

I am grateful for the Business Council's ongoing support for Wyoming communities. Thoughtful planning will allow Ranchester to build local capacity and shape growth in a way that leaves the town primed to take advantage of future opportunities for business investment. I encourage the Business Council to recommend approval of Ranchester's application to the SLIB Board.

Sincerely,



Robert Briggs, AICP
SEEDA Administrator



March 13, 2024

Wyoming Business Council

To Whom It May Concern:

I am writing today in strong support of the town of Ranchester's application for an economic development grant through the Wyoming Business Council.

Ranchester is known for its great natural beauty, which includes the Tongue River Valley and the Eastern Slope of the Bighorn Mountains. Fortunately, Ranchester and the Tongue River Valley area have an outstanding educational foundation, offering elementary through high school education. In concert with these outstanding resources, the growth of the housing market has made Ranchester a very attractive community to live in. In fact, Ranchester has become one of the fastest growing communities in the State. Part of this growth has come from people who work in Sheridan and chose to live in Ranchester.

The town has a ranching history and is located 15 miles to the north of Sheridan, Wyoming. Sheridan is the largest town in Sheridan County and provides many jobs, services and general resources for the surrounding communities. Over the years, people living in the Tongue River Valley area have traveled to Sheridan for groceries, healthcare, pharmaceuticals and shopping. Vital to the continued growth and development of Ranchester and the Tongue River Valley is a plan to support the people and families with goods and services closer to their home community.

As such, there is planning that must take place to develop supportive services and goods for this population, which has shown quite a bit of growth in the past several years. With the growth expected to continue at a rate of 4% per year for the foreseeable future, Sheridan Memorial Hospital will be investing in Ranchester and the Tongue River Valley with a Same Day and Urgent Care Clinic. It is apparent that the Ranchester town leadership is excited to explore a vision for the future and a plan to support this growth, including the recruitment of businesses to meet the needs of the valley and a strategy to retain these investments.

Ranchester does not currently have an economic master plan and is seeking this grant to assist with the development of such a plan. The creation of an economic master plan would allow Ranchester to further its work to attract new residents and encourage business growth. I applaud the efforts of Ranchester's elected officials and dedicated volunteers for their service and vision for an overarching planning process involving members of community groups, businesses and individual residents.

Thank you for your consideration of this letter of support. You are welcome to contact me with any questions you may have.

Sincerely,

Mike McCafferty
Chief Executive Officer
Sheridan Memorial Hospital

Paula Strohschein, CMC
Deputy Clerk/Treasurer
Court Clerk
PO Box 70,
395 Lariat Way,
Wright, WY 82732-0070

March 18, 2024

RE: Letter of Support for the Town of Wright Wyoming Economic Development Planning Grant application from the Wyoming Business Council.

Dear Paula:

The purpose of this letter is to express our support for your planning grant application to the Wyoming Business Council (WBC). This is an important project and you and the town of Wright have our full support. Creating a diverse and strong economy takes planning and this will be a very good step forward on the path to an excellent economic future for Wright.

Energy Capital Economic Development is the economic development leader in Campbell County, Wyoming. We are committed to the growth, development and advancement of our community and programs that will build a diverse and strong economy in Wyoming. You may be aware that Campbell County is heavily dependent on minerals and is a coal impacted community. We support the town of Wright in their planning efforts and will be happy to assist with their work.

This grant will give the Town pertinent information on the direction they should go to improve, build and maintain the Town economically. Should the Town of Wright be awarded this granted they will use the funds to hire a consultant that will compile information on the economic capabilities of the community as a whole and identify potential future Economic development opportunities.

This is an important project and Energy Capital ED strongly urges the Wyoming Business Council to award the full amount requested to the Town of Wright.

Sincerely,

A handwritten signature in blue ink that reads "Phil Christopherson". The signature is written in a cursive style with a long horizontal line extending to the right.

Phil Christopherson
CEO



Campbell County Convention & Visitors Bureau

P.O. Box 1393, Gillette, WY 82717

307-686-0040 • info@visitgillettewright.com

March 20, 2024

Wyoming Business Council
214 West 15th St.
Cheyenne, WY 82002

To Whom It May Concern:

I am writing today to express my strong support of the Town of Wright in their quest for the Wyoming Business Council Economic Development Planning Grant.

As the Executive Director/CEO of the Campbell County Convention & Visitors Bureau and Gillette Main Street, I understand the importance of economic development planning, not just for tourism but also our communities.

With the uncertainty of coal, Campbell County will continue to diversify its economic development portfolio. At its peak production, more than 466 billion pounds of coal were shipped out of Campbell County. In 2021, less than half of that was produced.

The Economic Development Planning Grant would benefit the Town of Wright by bringing in consultants to look at the community as a whole and identify potential economic development opportunities to help bridge the gap left behind by the decrease in the demand for coal.

Thank you for your consideration, please let me know if I can be of further assistance. Please feel free to contact me at 307-686-0040 or jessica@visitgillettewright.com.

Kindest Regards,

Jessica Seders, MBA
Executive Director/CEO
Campbell County Convention & Visitors Bureau
Gillette Main Street



WRIGHT JUNIOR-SENIOR HIGH SCHOOL

220 Wright Boulevard P.O. Box 490 • Wright, WY 82732

Phone: (307) 464-0140 Fax: (307) 464-0154

Lonnie Robertson
Principal

April 1, 2024

Wyoming Business Council
214 West 15th Street
Cheyenne, WY 82002

Re: Wright, Wyoming/Business Ready Community Grant (BRC) application.

To Whom it may concern,

I strongly support the Town of Wright's application for an Economic Development Planning Grant through the Wyoming Business Council.

A thriving local economy is essential for the success of Wright Junior Senior High School and the overall well-being of our community. This grant will enable the Town of Wright to develop a comprehensive economic development plan that identifies opportunities to attract new businesses, expand existing ones, and create jobs.

A stronger economy in Wright will directly benefit Wright Junior Senior High School in several ways:

- **Increased Funding:** Economic growth often leads to a rise in tax revenue, which can be used to support schools and improve educational resources.
- **Enhanced Career Pathways:** A more diverse economic base can expose students to a broader range of career options and provide opportunities for internships and job shadowing experiences.
- **Stronger Community:** A vibrant economy attracts families and creates a more stable and positive environment for students to learn and grow.

The Town of Wright has a strong track record of community engagement and collaboration. The planning process will involve a broad range of stakeholders, including educators, parents, and students. This will ensure that the final plan reflects the entire community's needs, including Wright Junior Senior High School.

For these reasons, I urge the Wyoming Business Council to approve the Town of Wright's Economic Development Planning Grant application. This investment in our community's future will positively impact Wright Junior Senior High School and the lives of our students.

Sincerely,

Lonnie Robertson
Principal WJSHS
307-464-0140

Teaching Effectively - Learning Successfully

Make College A Reality – The state of Wyoming provides Hathaway Merit and Need-Based Scholarships to all eligible Wyoming students attending the University of Wyoming or Wyoming community colleges.





WYOMING SENATE DISTRICT 23

March 19, 2024

Wyoming Business Council
214 West 15th Street
Cheyenne WY 82002

Re: Wright, Wyoming/ Business Ready Community Grant (BRC) application

Greeting Business Council,

Thank you for all you do to grow and strengthen Wyoming. It is appreciated.

As you consider the Town of Wright's application for funding by the BRC program, allow me to share what I have learned about Wright starting in the days of my youth and continuing through the last 12 years in doing my best to understand and represent this community in the Wyoming Legislature.

Wright may have begun as a community with a single industry-centric purpose but let's be clear those chains have long been broken. What was a company town is now a multi-generational community where many of those first inhabitants continue to nurture and grow their families and the broader community. They have overcome challenges well outside their control with personal patience and community conviction including the boom-and-bust cycles inherent to its bedrock beginnings of coal production. Throughout these times, Wright has invested and partnered with others to leverage the best opportunities and live within their means when times are less. And to be clear, it has always been about the citizens stepping up both personally and as a community when provided with good information and a clear objective.

Their accepted application for a Planning Grant through the BRC will continue Wright's proactive and deliberate effort in continuing to strengthen opportunities towards a hopeful future for themselves and Wyoming. I am confident in them and hope you will be too by providing them with this important tool.

Thank you for your time and consideration.

A handwritten signature in blue ink that reads "Eric Barlow".

Eric Barlow
Senate District 23



221 MAIN STREET
P.O. BOX 930
SUNDANCE, WY 82729-0930
FAX: (307) 283-3527

200 GARNER LAKE ROAD
P.O. BOX 937
GILLETTE, WY 82718-0937
FAX: (307) 682-0733

1095 BRUNDAGE LANE
P.O. BOX 5087
SHERIDAN, WY 82801-1387
FAX: (307) 674-9018

1-800-442-3630

April 22, 2024

Paula Strohschein, CMC
Deputy Clerk/Treasurer/
Court Clerk
PO Box 70
Wright, WY 82732-0070

RE: Support for the Town of Wright Wyoming Economic Development Planning Grant application from the Wyoming Business Council

Dear Paula:

I am writing on behalf of Powder River Energy Corporation (PRECorp) to express our support for the Town of Wright's application for the Economic Development Planning Grant offered by the Wyoming Business Council. As a longstanding partner in the community, we understand the critical role that economic development plays in ensuring the longevity of small communities and their residents.

PRECorp firmly believes that the Economic Development Planning Grant will serve as a catalyst for advancing the Town of Wright's future goals. By providing the necessary resources and support, this grant will enable the Town of Wright to leverage its strengths, address its challenges, and capitalize on opportunities for sustainable development.

As a local electric cooperative, we are deeply invested in the success and well-being of our community. We recognize the importance of collaborative efforts in driving economic prosperity. We are certain that the Town of Wright will benefit from an economic plan that aims to improve the overall quality of life for residents, by creating economic opportunities, supporting local businesses, and enhancing amenities and services within the community. With the support of the Wyoming Business Council, PRECorp is confident that the Town of Wright will continue to thrive and prosper for generations to come.

Thank you for considering our letter of support. Should you require any further information or assistance, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Mills", written in a cursive style.

Brian J. Mills
Chief Executive Officer