

**ADDENDUM TO THE AGREEMENT**  
**Between**  
**Laramie County & Advanced Communications Technology, Inc.**

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, Cheyenne Wyoming, 82001, on behalf of Laramie County IT Dept. (hereinafter referred to as "COUNTY") and Advanced Communications Technology, Inc., a Montana Corporation, with its principal offices at 290 N. Brooks Street, Box 7039, Sheridan, Wyoming 82801, ("ACT" or "CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the service order dated December 29, 2023. The Master Service Agreement and Addendum, signed by both Laramie County and ACT on October 17, 2017 remains in effect.

**II. MODIFICATIONS**

COUNTY shall pay ACT for leased fibers at rates and charges listed in the Service Order Form. ACT will issue monthly invoices to COUNTY for all non-recurring and recurring charges and applicable taxes for all services specified in the Service Order Form. ACT shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payment shall be in accordance with WYO. STA.T § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Addendum.

**III. ACT's RESPONSIBILITY**

ACT grants COUNTY the exclusive right to use identified fibers within the ACT network along various routes identified in the Service Order Form, incorporated herein by reference.

**IV. ADDITIONAL PROVISIONS**

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by COUNTY upon notice to CONTRACTOR; (c) by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: This Addendum (5 pages), the Master Service Agreement for Transport Services, Insurance Requirements for Contractor – Exhibit 1 (2 pages), and the Service Order Form (1 page), as modified by this Addendum, represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Confidentiality: ACT recognizes that the duties and obligations of County may be limited and controlled by the operation of State or Federal law regarding the disclosure of publicly held records. ACT agrees that County shall not be held in breach or default of this Agreement in the event information related to this Agreement and its subject matter is released in accord with and pursuant to any requirement in applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et seq., as amended. Nothing in this paragraph shall be construed as consent by ACT to waive confidentiality afforded by applicable law. ACT further agrees that if an action is brought asserting that items which are deemed confidential pursuant this Agreement should not be confidential, ACT bears the sole responsibility for demonstrating in any court or other forum that information designated as confidential is in fact confidential, and not subject to disclosure.

U. Insurance: The ACT shall obtain insurance, and provide certificates and policies, to the County's satisfaction and subject to requirements substantially similar to those set out in Exhibit 1--Insurance Requirements for Contractor, which is attached and incorporated here by reference.

V. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum or the executed Master Service Agreement, the provisions and conditions set forth in the Addendum shall control.

**\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**ADDENDUM TO THE AGREEMENT**  
**Between**  
**Laramie County & Advanced Communications Technology, Inc.**

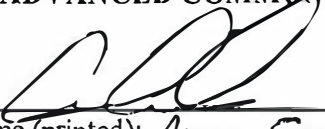
**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**ACT: ADVANCED COMMUNICATIONS TECHNOLOGY, INC.**

By:  \_\_\_\_\_ Date 04/11/2024  
Name (printed): Aaron Sopko  
Title: CSO

**REVIEWED AND APPROVED AS TO FORM ONLY**

By:  \_\_\_\_\_ Date 4/22/24  
Laramie County Attorney



# SERVICE ORDER FORM

## ADVANCED COMMUNICATIONS TECHNOLOGY

290 N BROOKS STREET • BOX 7039 • SHERIDAN, WY 82801

888.304.8889 • FAX: 307.673.0911 • EMAIL: SALES@ACTHO.NET

### CUSTOMER INFORMATION

Company Name: Laramie County IT Department  
 Contact Name: Brad Alexander  
 Contact Email: balexander@laramiecounty.com  
 Billing Address: 310 W 19th St Suite 410, Cheyenne, WY 82001  
 Billing Email: \_\_\_\_\_  
 Contact Phone: 307- 633-4340

Request Date: 02/08/ 2024

Requested Due Date: TBD

Originator: Lorne Morris

### Technical Contact

Contact Name: Brad Alexander  
 Contact Email: balexander@laramiecounty.com  
 Contact Phone: 307- 633- 4340

### SERVICE INFORMATION

#### Description of Service:

Range grants to Laramie County IT and other governmental agencies, through a 60 month term, the exclusive right to use the identified two (2) fibers within the Range fiber network, along the following routes: 1) 13797 Prairie Center Circle to 514 Fox Farm Road; 2) 514 Fox Farm Road to 1621 Bruns Way; 4) 1621 Bruns Way to 310 W 20th Street. This also includes a single strand of dark fiber between 514 Fox Farm Road and the Laramie County Public Health building located at 100 Central Avenue, to back feed the LCIT electronics still in service at Public Health (ACT001822 billed at \$0 MRC). As consideration for the use of the leased fibers, Laramie County IT shall pay Range the lease fee of \$5,378 per month for a term of 60 months, and a \$12,000 Non-Recurring Charge for the new construction to the Fox Farm Road tower site. Necessary cross connects for these two fibers at the Range Point of Presence (POP) located at 1621 Bruns Way, Cheyenne, WY 82009 will be included as well as 10RU of collocation space and 40Amps of -48VDC (A+B) power. Additional cross connects will be in addition to this monthly charge. The Fox Farm Road tower site is new to this lease and requires construction that is permit, weather, and supply chain-dependent. Due to construction schedules and winter, this lateral will be a spring build however, Range agrees to begin charging LCIT the new reduced monthly rate starting 2/25/2024 when the original agreement expires.

Service Status: New

Type of Handoff: SC-APC

Service Type: SMF

MTU Size: \_\_\_\_\_

ACT Circuit ID: A CT01063

Customer Circuit ID: \_\_\_\_\_

#### Circuit Information:

Site ID: \_\_\_\_\_

QTY	Bandwidth	Type	Service Term	Jurisdiction*	MRC	NRC
1	Two (2)	Dark Fiber Lease	60 Months	Intrastate	\$ 5,378.00	\$ 12,000.00

\*Per Federal Communications Commission regulations, Customer is required to indicate whether the traffic on Provider's circuit(s) is interstate or intrastate in nature. The traffic is considered Interstate if 10% or more does not originate or terminate in the same state in which the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located.

#### Location A:

Company: Laramie County IT (Acher)  
 Service Address: 13797 Prairie Circle  
Cheyenne, WY 82009  
 Coordinates: \_\_\_\_\_  
 Local Contact : Rusty Tyler  
 Local Phone: \_\_\_\_\_

#### Location Z:

Company: Laramie County IT  
 Service Address: 310 W 20th Street  
Cheyenne, WY 82007  
 Coordinates: \_\_\_\_\_  
 Local Contact : Rusty Tyler  
 Local Phone: \_\_\_\_\_

### ADVANCED COMMUNICATIONS TECHNOLOGY, INC.

Laramie County IT Department

Authorized Signature \_\_\_\_\_  
 Print Name: Aaron Sopko  
 Title: Chief Strategy Officer  
 Date: \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

FUSF Exempt:  YES  NO If YES: \_\_\_\_\_

Customer's signature acknowledges that Customer has read, understands, and agrees to each of the terms and conditions as stated in the Master Services Agreement (MSA) between the parties referenced above, and that these general terms and conditions along with any Exhibits, Attachments and Service Orders and Addendums together constitute the Master Service Agreement. Customer's signature above represents that Customer has read, understood, and accepts such terms and conditions. Price(s) do not include applicable local, state, and federal taxes.

## **Insurance Requirements for CONTRACTOR**

CONTRACTOR agrees to procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages as outline below. All policies, endorsements, certificate, and/or binders shall be subject to approval by LARAMIE COUNTY. A lapse in any required insurance coverage during the period agreed upon in the contract shall be considered a breach of said contract. Further, CONTRACTOR shall provide a Certificate of Insurance along with a copy of policy declarations with LARAMIE COUNTY before work/event commences.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

1. **Commercial General Liability (CGL) including Employers Liability (EL):** Insurance should be on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence and a general aggregate limit of **\$4,000,000.00**.
  
2. **Automobile Liability:** Coverage should include automobile liability with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
  
3. **Workers Compensation (WC):** As required by the State of Wyoming, with Statutory Limits. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, LARAMIE COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LARAMIE COUNTY.
  
4. **Additional Insured Status: LARAMIE COUNTY, its officers, officials, employees, and volunteers are to be named as additional insureds** on the policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be evidenced in the form of an endorsement to the CONTRACTOR’s insurance.
  
5. **On Going Operation Endorsement:** LARAMIE COUNTY, its officers, officials, employees and volunteers are to be named as additional insureds with respect to claim, loss or liability which may arise from ongoing operations performed by CONTRACTOR, its officers, agents, or employees, and if such claim is determined to be the negligence or responsibility of CONTRACTOR.
  
6. **Drone/Unmanned Aircraft System:** Owner/Operator of any drone or unmanned aircraft system shall maintain aviation/rider liability coverage with limits of no less than \$2,000,000 general aggregate limit that includes coverage to property damage and bodily injury.

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to LARAMIE COUNTY.

For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary insurance coverage** in respect to LARAMIE COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by LARAMIE COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR hereby grants to LARAMIE COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against LARAMIE COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not LARAMIE COUNTY has received a waiver of subrogation endorsement from the CONTRACTOR.

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LARAMIE COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under contract with LARAMIE COUNTY; excluding such liability, claims, losses, damages, or expenses arising from CONTRACTOR'S sole negligence or willful acts.

Self-insured retentions must be declared to and approved by LARAMIE COUNTY before work/event begins. LARAMIE COUNTY reserves the right to require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

Failure to provide LARAMIE COUNTY with original certificates, endorsements and policy declarations as required by this contract shall not waive the CONTRACTOR's obligation to provide said coverage. LARAMIE COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time as well as the right to consult with the CONTRACTOR's insurance agent regarding said relevant policy information.

LARAMIE COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**ADDENDUM TO THE AGREEMENT  
Between  
Laramie County & Advanced Communications Technology, Inc.**

THIS ADDENDUM is made and entered into by and between Laramie County, 309 West 20th Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608, on behalf of Laramie County IT Dept. (hereinafter referred to as "COUNTY") and Advanced Communications Technology, Inc., a Montana Corporation, with its principal offices at 290 N. Brooks Street, Box 7039, Sheridan, Wyoming 82801, ("ACT" or "CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the Master Service Agreement and Addendum, signed by both Laramie County and ACT on October 17, 2017.

**II. MODIFICATIONS**

COUNTY shall pay ACT for leased fibers at rates and charges listed in the Service Order Form. ACT will issue monthly invoices to COUNTY for all non-recurring and recurring charges and applicable taxes for all services specified in the Service Order Form. ACT shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payment shall be in accordance with WYO. STA.T § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Addendum.

**III. ACT's RESPONSIBILITY**

ACT grants COUNTY the exclusive right to use identified fibers within the ACT network along various routes identified in the Service Order Form, incorporated herein by reference.

**IV. ADDITIONAL PROVISIONS**

A. Entire Agreement: This Addendum (3 pages), the Master Service Agreement for Transport Services, and the Service Order Form (1 page), as modified in this Addendum, represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

B. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to the Agreement.

C. Contingencies: ACT certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement, nor were gratuities, kick-backs or contingency fees made contingent upon the award of the Agreement.

D. Applicable Law/Venue: The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's statutory governmental or sovereign immunity.

E. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. §§ 1-39-101 through 121 (as amended), by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law.

F. Conflict of Interest: COUNTY and ACT affirm, to their knowledge, no ACT employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of ACT, compensated either partially or wholly with funds from the Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement.

G. Limitation on Payment: COUNTY's payment obligation is conditioned on the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by ACT the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify ACT at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Agreement in order to acquire similar services from another party.

H. Confidentiality: ACT recognizes that the duties and obligations of County may be limited and controlled by the operation of State or Federal law regarding the disclosure of publicly held records. ACT agrees that County shall not be held in breach or default of this Agreement in the event information related to this Agreement and its subject matter is released in accord with and pursuant to any requirement in applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et seq., as amended. Nothing in this paragraph shall be construed as consent by ACT to waive confidentiality afforded by applicable law. ACT further agrees that if an action is brought asserting that items which are deemed confidential pursuant this Agreement should not be confidential, ACT bears the sole responsibility for demonstrating in any court or other forum that information designated as confidential is in fact confidential, and not subject to disclosure.

I. Insurance: The ACT shall obtain insurance, and provide certificates and policies, to the County's satisfaction and subject to requirements substantially similar to those set out in Exhibit 1--Insurance Requirements for Most Contracts, which is attached and incorporated her by reference.

J. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum or the executed Master Service Agreement, the provisions and conditions set forth in the Master Service Agreement shall control.

**LARAMIE COUNTY, WYOMING**

By: K.N. Buck Holmes  
K.N. Buck Holmes, Chairman, Laramie County Commissioners

Date 10/4/18

ATTEST:

By: Debra K. Lee  
Debra Lee, Laramie County Clerk

Date 10-4-2018

**ACT: ADVANCED COMMUNICATIONS TECHNOLOGY, INC.**

By: AA  
Name (printed): AARON SOPKO  
Title: VP/GM

Date 09/25/2018

**REVIEWED AND APPROVED AS TO FORM ONLY**

By: [Signature]  
Gladys Ayokosok, Deputy Laramie County Attorney

Date 9/25/2018



# SERVICE ORDER FORM

## ADVANCED COMMUNICATIONS TECHNOLOGY

290 N BROOKS STREET • BOX 7039 • SHERIDAN, WY 82801  
 888.304.8889 • FAX: 307.673.0911 • EMAIL: SALES@ACTHQ.NET

### CUSTOMER INFORMATION

Company Name: Laramie County I.T. Department  
 Contact Name: Rick Fortney  
 Contact Email: rfortney@laramiecounty.com  
 Billing Address: 13797 Prairie Center Pkwy Cheyenne, WY 82009  
 Billing Email: \_\_\_\_\_  
 Contact Phone: 307-633-4343

Request Date: 08/06/2018  
 Requested Due Date: TBD  
 Originator: Lorne Morris

### Technical Contact

Contact Name: Brad Alexander  
 Contact Email: balexander@laramiecounty.com  
 Contact Phone: 307-633-4340

### SERVICE INFORMATION

#### Description of Service:

ACT grants to Laramie County IT and other governmental agencies, through a 60 month term, the exclusive right to use the identified two (2) fibers within the ACT network, along the following routes: 1) 13797 Prairie Center Circle to 340 Progress Circle; 2) 340 Progress Circle to 100 Central Avenue; 3) 100 Central Avenue to 1621 Diamond Creek Road; 4) 1621 Diamond Creek Road to the Zayo/City of Cheyenne fiber meet point (Downtown). As consideration for the use of the leased fibers, Laramie County IT shall pay to ACT the lease fee of \$5,800 per month for a term of 60 months. Necessary cross connects at the ACT Point of Presence (POP) located at 1621 Diamond Creek Road, Cheyenne, WY 82009 will be included as well as 1RU of collocation space. Cost for additional cross connects at other locations will be the responsibility of Laramie County IT. At a yet to be determined time, ACT will require dark fiber access to, and space on the County's Archer Water Tower. At such time, ACT agrees to pay a lease fee for dark fibers and collocation space of \$500 per month. ACT's lease fee will be deducted from Laramie County IT's monthly dark fiber lease fee of \$5,800 resulting in an amount due each month to ACT from that point through the end of the initial 60 month term of \$5,300. Initial service will be paid in one lump sum from dark fiber's acceptance date until 7/1/2019 (including one month in advance), from that date forward service will be billed monthly.

Service Status: New

Type of Handoff: Dark Fiber

Service Type: Unprotected

MTU Size: \_\_\_\_\_

ACT Circuit ID: \_\_\_\_\_

Customer Circuit ID: \_\_\_\_\_

#### Circuit Information:

Site ID: \_\_\_\_\_

QTY	Bandwidth	Type	Service Term	Jurisdiction*	MRC	NRC
1		IRU/Dark Fiber Lease	60 Months	Intrastate	\$5,800.00	\$0.00

\*Per Federal Communications Commission regulations, Customer is required to indicate whether traffic on Provider's circuit(s) is interstate or intrastate in nature. The traffic is considered Interstate if 10% or more does not originate or terminate in the same state in which the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located.

#### Location A:

#### Location Z:

Company: Cheyenne Public Safety Center (PD & Fire Dept)  
 Service Address: 415 W 18th St  
Cheyenne, WY 82001  
 Coordinates: 41.136331°, -104.817801°  
 Local Contact: Brad Alexander  
 Local Phone: 307-633-4340

Company: Laramie County Public Works  
 Service Address: 13797 Prairie Center Cir  
Cheyenne, WY 82009  
 Coordinates: 41.149728, -104.646504  
 Local Contact: Brad Alexander  
 Local Phone: 307-633-4340

### ADVANCED COMMUNICATIONS TECHNOLOGY, INC.

Laramie County I.T. Department

Authorized Signature:   
 Print Name: Aaron Sopko  
 Title: General Manager  
 Date: 09/25/2018

Authorized Signature: See attached Addendum  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

FUSF Exempt:  YES  NO If YES: \_\_\_\_\_

Customer's signature acknowledges that Customer has read, understands, and agrees to each of the terms and conditions as stated in the Master Services Agreement (MSA) between the parties referenced above, and that these general terms and conditions along with any Exhibits, Attachments and Service Orders and Addendums together constitute the Master Service Agreement. Customer's signature above represents that Customer has read, understood, and accepts such terms and conditions. Price(s) do not include applicable local, state, and federal taxes.