

MATTHEW H. MEAD
GOVERNOR

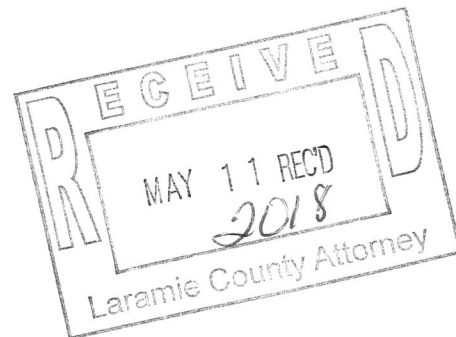


2323 Carey Avenue
CHEYENNE, WY 82002

Office of the Governor

May 9, 2018

Mark Voss, County Attorney
Laramie County
310 W. 19th Street #320
Cheyenne, WY 82001



Dear Mr. Voss,

Enclosed please find the Amendment Number Two to the Agreement between the State of Wyoming Office of the Governor and Laramie County Microsoft (Project Nephogram) Governor's Data Center Recruitment Fund Project. Please sign all three signature pages and return agreement to the Governor's Office. Once fully executed, I will send a copy for your records.

Thank you. Please don't hesitate to contact me if you have any questions. I may be reached at 307-777-5647

Sincerely,

A handwritten signature in cursive script, reading "Tatum Soto", is written over the word "Sincerely,".

Tatum Soto
Executive Assistant
Office of Governor Matt Mead

**AMENDMENT NUMBER TWO TO THE AGREEMENT BETWEEN THE STATE OF
WYOMING OFFICE OF THE GOVERNOR AND LARAMIE COUNTY
MICROSOFT (PROJECT NEPHOGRAM) GOVERNOR'S DATA CENTER
RECRUITMENT FUND PROJECT**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, by and through the Office of the Governor (State), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, and Laramie County (Grantee), whose address is 310 West 19th Street, Suite 300, Cheyenne, WY 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement (Agreement) between the State and the Grantee. The purpose of this Amendment is to: a) extend the scope of work of the project to achieve the goals of the original application; b) extend the construction completion date to June 30, 2019; and c) extend the Agreement expiration date to June 30, 2022.

The original Agreement, dated March 18, 2015, provided Governor's Data Center Recruitment Fund (DCRF) grant funds to Grantee for two (2) water towers, water and sewer lines, and other infrastructure for the construction of a new data center for the expansion of Microsoft Corporation for the total grant amount of five million dollars (\$5,000,000.00), with a construction service completion date of June 30, 2016, and an Agreement expiration date of June 30, 2019.

The first Amendment, dated September 6, 2016, extended the construction service completion date from June 30, 2016 to December 31, 2017, and extended the Agreement expiration date from June 30, 2019 to June 30, 2020.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute or rule or regulation.
4. **Amendments.**
 - A. The second and third sentences of Section 3 of the original Agreement are hereby amended to read as follows:

“All construction services shall be completed by June 30, 2019, unless an extension is approved by the State. This Agreement shall terminate on June 30, 2022, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein.”
5. **Amended Responsibilities of State.** Responsibilities of the State have not changed.

6. **Amended Responsibilities of Grantee.**

- A. Grantee agrees to perform the scope of work modifications as set forth in Attachment D, which is attached to this Amendment and incorporated into the original Agreement by this reference, in order to achieve the project goals of the original application.

7. **Special Provisions**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the State and the Grantee, including but not limited to sovereign immunity, and including all prior amendments to this Agreement, 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 Grantee 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 State.

8. **General Provisions.**

- A. **Entirety of Agreement.** This original Agreement, consisting of eight (8) pages; Attachment A, consisting of one (1) page; Attachment B, consisting of one (1) page; Attachment C, consisting of seven (7) pages; Amendment One, consisting of three (3) pages; this Amendment Two, consisting of three (3) pages; and Attachment D, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

STATE OF WYOMING OFFICE OF THE GOVERNOR

Matthew H. Mead, Governor
State of Wyoming

Date

LARAMIE COUNTY

K.N. Buck Holmes, Chairman
Laramie County Board of Commissioners


Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Assistant Attorney General

5/8/18
Date

COUNTY ATTORNEY APPROVAL AS TO FORM


Mark Voss, County Attorney
Laramie County

5/14/18
Date

**ATTACHMENT D
TO AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE STATE OF WYOMING OFFICE OF THE GOVERNOR
AND THE LARAMIE COUNTY MICROSOFT (PROJECT NEPHOGRAM)
GOVERNOR'S DATA CENTER RECRUITMENT FUND PROJECT**



214 W. 15th Street
Cheyenne, WY 82002
T: 307.777.2900
F: 307.777.2897

www.wyomingbusiness.org

MEMO

To: Kari Gray, Chief of Staff

From: Shawn Reese *SR*

Date: March 9, 2018

RECEIVED

MAR 12 2018

GOVERNOR'S OFFICE

Action requested. I request Governor Mead sign Amendment Two (two originals) to the grant agreement with Laramie County for Microsoft's expansion.

Project Background: Governor Mead approved a SLIB and WBC-reviewed grant request from Laramie County on January 22, 2015 for the installation of water towers, water and sewer lines and other improvements necessary for Microsoft's data plant expansion west of Cheyenne. The grant amount is \$5 million. Microsoft's investment for this phase of its expansion will be \$208 million. Governor Mead signed the original grant agreement to use funds from the data center recruitment funds in his budget and assigned grant management to the WBC.

Purpose of amendment. Laramie County requests an extension of the scope of work for the project to achieve goals located in Attachment "A" of the original application.

Scope of work modifications include:

1. Design and construction of one or more redundant water and sewer utility lines from the water and sewer mains near the site to a termination vault acceptable to Microsoft, including water supply and sewer meters, water re-use lines and systems, and all connection fees;
2. Design and construction of the connection to the City of Cheyenne Board of Public Utilities existing five-million-gallon water storage tank, to handle peak water demand during summer months;
3. Reimbursement of fees associated for public notice for bid of construction services in the Wyoming Tribune Eagle Advertisements;
4. Engineering and procurement for one or two generators to support the pumps associated with the above water system;
5. Subdivision of the site, to include access and utility easements, along with reimbursement for associated fees or expenditures necessary to divide parcel into one or more parcels acceptable to Microsoft;
6. Purchase of the access and utility easement;

**ATTACHMENT D
TO AMENDMENT TWO TO THE AGREEMENT
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7. Re-platting of the site to bring the property into the North Range Business Park located in Laramie County;
8. Reimbursement for associated project testing and inspection fees;
9. Re-zoning the site to allow the construction of the data center facility.

Finally, this amendment will extend the construction completion date from June 30, 2018 to June 30, 2019 and extend the Agreement expiration date from June 30, 2020 to June 30, 2022.

Other instructions: Once signed, the WBC will distribute executed amendments to Laramie County.

Reviews and approvals. Amendment One has been approved as-to-form by the AG's office and has been signed by the Laramie County Commission Chair.

Attachments to be delivered in hard copy:

- Letter of request from Laramie County
- Original Grant Agreement
- Amendment One to the Grant Agreement
- Amendment Two to the Grant Agreement for signature