

**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: \_\_\_\_\_ Date \_\_\_\_\_  
K.N. Buck Holmes, Chairman, Laramie County Commissioners


ATTEST:

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

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

By:  \_\_\_\_\_ Date 09/25/2018  
Name (printed): AARON SOPKO  
Title: VP/GM

**REVIEWED AND APPROVED AS TO FORM ONLY**

By:  \_\_\_\_\_ Date 9/25/2018  
Gladys Ayokosok, Deputy 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@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:

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

##### Location Z:

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.

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

Laramie County I.T. Department

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.