

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE NORTHERN ARAPAHO TRIBE**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Business Council (Council), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, and the Northern Arapaho Tribe (Grantee), whose address is 533 Ethete Road, Ethete, Wyoming 82520; P.O. Box 396, Ethete, Wyoming 85250.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Council shall provide Business Ready Community Grant and Loan Program (BRC) Planning Grant funds to Grantee in an amount not to exceed fifty thousand dollars (\$50,000.00), to undertake and complete materials, projects and/or services (collectively, the Project) described in Attachment A, Project Summary, and Attachment B, Memorandum of Understanding (MOU), which are both attached to and incorporated into this Agreement by this reference. Performance by Grantee of the requirements of this Agreement and compliance with all BRC program rules and regulations is a condition to of this Agreement.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). This Agreement shall terminate on December 31, 2027, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement 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 Grantee for the work described in Attachment A, Project Summary. The total payment to Grantee under this Agreement shall not exceed fifty thousand dollars (\$50,000.00). Payment shall be made from Council's BRC budget pursuant to the schedule shown in Attachment A following Grantee's delivery to Council of invoices detailing services performed in connection with the Project. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyoming Statute § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Council.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and

expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

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

- A. Provide the services described in Attachment A; and
- B. Complete its responsibilities as described in Attachment B, Memorandum of Understanding.

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

- A. Pay Grantee in accordance with Section 4 above.
- B. At its discretion, assist in providing Grantee access to information, including, without limitation, information concerning BRC program requirements, rules and regulations and other relevant and applicable statutes and regulations referred to herein, and cooperate with Grantee whenever possible.
- C. Have no further obligations regarding the Project or its performance.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The Council shall notify the Grantee of any state determination of noncompliance.
- B. **Budget.** The budget for the Project is described in the Project Grant Expenditure Schedule ("Budget") in Attachment A.
 - (i) Grantee agrees it will not exceed any of the line item totals listed in the Budget in Attachment A by more than twenty percent (20%) without prior approval from Council. Such changes will not result in any change in the total Project costs, or a change in the total Grant amount.
 - (ii) For the Grantee to be reimbursed for travel expenses, the Grantee must provide Council with:
 - 1. The date of the trip;
 - 2. The reason for the trip;
 - 3. The person(s) making the trip;
 - 4. The number of miles charged and the rate at which Grantee charged those miles; and

5. Any receipts for lodging and meals.

- (iii) This Agreement is incrementally funded as costs are incurred accordingly to the Budget in Attachment A.
- (iv) Grantee shall submit one (1) reimbursement request per monthly cycle or one (1) request every thirty (30) days. If more than one (1) request is received during that monthly cycle, the Council may return each additional request to Grantee for submittal in the next appropriate monthly cycle.
- (v) The Council will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the Council. After receipt of cash requests and billing documentation, the Council will pay the amounts of invoices at seventy-five percent (75%). Verification of all in-kind contributions must be submitted to the Council.
- (vi) If actual costs of the Project are more than the Budget indicated in Attachment A, Grantee agrees to pay the difference in the amount of funds awarded through the BRC program and the actual costs of the completed Project.
- (vii) Grantee must provide the Council with a digital copy of the completed plan before final payment can be made and the grant closed.

C. **Default and Remedies.** In the event Grantee or any subgrantee of Grantee under this Agreement defaults or is deficient in the performance of any term of this Agreement or any requirements of the BRC Program rules and regulations, Council may at its discretion exercise any and all applicable remedies provided by law or in equity. Such remedies may include, but are not necessarily limited to, the following:

- (i) Immediate termination of this Agreement without further liability or obligation of Council;
- (ii) Issuance of a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- (iii) Recommendation to or request that Grantee submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- (iv) Advising Grantee to suspend disbursement of funds for the deficient activity;
- (v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

- (vi) Changing the method of payment to Grantee; and
 - (vii) Reducing, withdrawing, or adjusting the amount of the Grant.
- D. Kickbacks.** The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees. and were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Grantee breaches or violates this warranty, the Council may, at its discretion, terminate this Agreement without liability to the Council, or deduct from the Agreement or consideration, or otherwise recover, the full amount of any gratuities, kickbacks or contingency fees .
- E. Monitoring Activities.** The Council and its representatives shall have the right to monitor all activities related to this Agreement that are performed by the Grantee 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 Agreement; and, to observe personnel in every phase of performance of Agreement related work.
- F. No Finder's Fees.** Neither party shall pay a finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement.
- G. Non-Supplanting Certification.** Grantee hereby affirms that BRC Grant funds shall be used to supplement existing funds and shall not replace or supplant other funds that have been appropriated to Grantee for the same purpose.
- H. Reporting.** Within fifteen (15) calendar days after the conclusion of each calendar quarter during the Term of this Agreement, Grantee shall furnish Council with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Agreement during the quarter or any other information requested by Council. At the end of the term, Grantee shall furnish Council with a comprehensive report of the Project and accomplishments pursuant to the Agreement. Grantee shall likewise furnish Council with a cumulative financial statement, reflecting total expenditures pursuant to this Agreement upon completion of services.
- I. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the BRC program rules and regulations for five (5) years following Council's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.
- J. Copies of Written Product.** Grantee agrees to provide one copy of a final electronic, printed or written product such as a brochure, report, book, poster, etc., upon its completion to Council without charge.

- K. Unused or Misused Funds.** The Council shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for:
- (i) Any payments used for purposes unauthorized or for services performed outside this Agreement;
 - (ii) Any payments for services the Grantee is unable to provide; and
 - (iii) Any payments for services the Grantee did not provide but was required to provide under the terms of this Agreement.

8. General Provisions

- A. Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement 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 Agreement without the prior written consent of the other party. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Council.

Certain duties and responsibilities of the Grantee may be delegated to Northern Arapaho Tribal Industries (NATI), whose address is 1100 West Main Street, Riverton, Wyoming 82501; P.O. Box 909, Riverton, Wyoming 82501, pursuant to the Memorandum of Understanding shown in Attachment B. Those duties include, but are not limited to construction and property management of the Project funded by this Grant. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Council. Any assignment to NATI as permitted by the preceding sentence will not relieve Grantee of its responsibility to perform or cause to be performed all duties under this Agreement. Duties and responsibilities are more particularly described in Attachment B.

- D. Audit and Access to Records.** The Council and any of its representatives shall

Business Ready Community Grant and Loan Program
Grant Agreement Between the Wyoming Business Council and
The Northern Arapahoe Tribe

have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.

- 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 Agreement, the Agreement may be terminated by the Council at the end of the period for which the funds are available. The Council shall notify the Grantee at the earliest possible time of the services that 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 Agreements.** The Council may award supplemental or successor agreements for work related to this Agreement, or may award agreements to other grantees for work related to this Agreement. The Grantee shall cooperate fully with other grantees and the Council in all such cases.
- G. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- 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 Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Council for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee 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.
- I. Entirety of Agreement.** This Agreement, consisting of ten (10) pages; Attachment A, Project Summary, consisting of four (4) pages; and Attachment B, MOU, 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. In the event of conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Grantee 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 Grantee's organization.

- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement 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 Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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 Agreement 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 Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee 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 Grantee 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 Grantee or the Grantee's agents or employees as a result of this Agreement.
- O. Nondiscrimination.** The Grantee 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 Agreement.

- P. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- 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 Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Council in a usable 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. Prior Approval.** This Agreement 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 Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- S. Publicity.** Any publicity given to the Project, 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 Grantee, shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. 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 Grantee, 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 Agreement or 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 Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. **Taxes.** The Grantee 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.
- W. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Council upon thirty (30) days written notice. This Agreement may be terminated by the Council immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement. If at any time during the performance of this Agreement, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the sole discretion of the Council and after written notice to the Grantee, the Council may terminate this Agreement or any part of it.
- X. **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 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 this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. **Counterparts.** This Agreement 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 Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement 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 Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

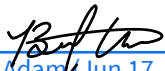
WYOMING BUSINESS COUNCIL



Joshua J. Dorrell
Chief Executive Officer

06/18/2025

Date




Bert Adam (Jun 17, 2025 17:12 MDT)

Bert Adam
Investments Director

06/17/2025

Date

GRANTEE



Pat Lawson (Jun 17, 2025 11:00 MDT)

Patrick Adam Lawson
Executive Manager, Wind River/Northern Arapahoe Tribal Industries

06/17/2025

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Madison Barber # 24561602

Madison Barber
Assistant Attorney General

06-17-25

Date

**ATTACHMENT A TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE
NORTHERN ARAPAHO TRIBE
PROJECT SUMMARY**

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.

NORTHERN ARAPAHO TRIBE WIND RIVER INDIAN RESERVATION DATA CENTER FEASIBILITY STUDY

MAY 5, WBC BOARD OF DIRECTORS DELIBERATIONS

Community Members in Attendance:

Cy Lee, CEO- Northern Arapaho Tribal Industries
Patrick Adam Lawson, Executive Manager- Northern Arapaho Tribal Industries/Wind River Internet

WBC Deliberations

Board member Smith addressed the Fiber infrastructure already to the site and asked about current power infrastructure at the site.

Noelle Reed spoke to this being an important aspect of the feasibility study.

Mr. Lawson added that there is currently power around the site and a large portion of the study will be addressing this issue. He also added that the site is conveniently located in between two well established power grids.

WBC Recommendation

Board Members absent from vote: Cindy Johnson, Chuck Brown III

Motion to approve staff recommendation to fund the Arapaho Tribe's project for \$50,000 planning grant by Board Member Lance, second by Board Member Smith. Motion carried unanimously.

SLIB Decision


**ATTACHMENT B TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE
NORTHERN ARAPAHO TRIBE**

MEMORANDUM OF UNDERSTANDING (MOU)

**MEMORANDUM of UNDERSTANDING
BETWEEN
NORTHERN ARAPAHO TRIBE and NORTHERN ARAPAHO TRIBAL
INDUSTRIES**

1. The purpose of this Memorandum of Understanding (MOU) is to provide a written agreement between the Northern Arapaho Tribe (Applicant) and NORTHERN ARAPAHO TRIBAL INDUSTRIES (NATI) for the purpose of outlining responsibilities regarding the Wyoming Business Council (WBC) Business Ready Communities (BRC) planning grant "WIND RIVER INDIAN RESERVATION DATA CENTER FEASIBILITY STUDY".
2. This Memorandum of Understanding is between Applicant and NATI.
3. Applicant is the sponsoring agency that was awarded the BRC feasibility study grant.
 - a) Pay to NATI BRC Funds received by Applicant as NATI has acted as its agent and in consideration for its performance as described in the BRC grant application and in terms and conditions of all other agreements required to be entered into by and between the WBC and Applicant.
4. NATI will act as the fiscal and administrative agent for the BRC grant.
 - a) Submit any and all required information and/or reports in a timely manner for reporting and reimbursement requests that shall be made to the WBC. NATI understands and agrees Applicant shall only reimburse costs incurred for the purposes described in the grant application and for which the WBC reimburses Applicant. NATI agrees to repay Applicant any amount of funds paid by Applicant in furtherance of the project not reimbursed by the WBC.
 - b) Maintain reasonable and responsible accounting procedures and practices and maintain books, records, documents and other evidence to sufficiently and properly reflect all transactions of any nature relating to this MOU.
 - c) Retain all required records for three (3) years after receipt of final reimbursement of the BRC funds and all other matters relating to the MOU are concluded.
5. This MOU will be in effect from November 12, 2024, through November 12, 2025.
6. The Northern Arapaho Tribe agrees to comply with all requirements and rules of the BRC program.

7. This agreement will be effective on November 12, 2025.



NABC Chairman - Mr. Lloyd Goggles

11-12-2024

Date



NATI Exec. Manager - Mr. Patrick
Lawson

11-12-2024

Date











6572_248662 Northern Arapaho Tribe Data Center Study AG Signed

Final Audit Report

2025-06-18

Created:	2025-06-17
By:	Kari Kivisto (kari.kivisto2@wyo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV-oEULWON2-Nf1WvVRaZzR5a5siGCcvi

"6572_248662 Northern Arapaho Tribe Data Center Study AG Signed" History

-  Document created by Kari Kivisto (kari.kivisto2@wyo.gov)
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-  Document e-signed by Pat Lawson (pat.lawson@windriverinternet.com)
Signature Date: 2025-06-17 - 5:00:20 PM GMT - Time Source: server
-  Document emailed to Bert Adam (bert.adam@wyo.gov) for signature
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-  Document emailed to Josh Dorrell (josh.dorrell@wyo.gov) for signature
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-  Document e-signed by Josh Dorrell (josh.dorrell@wyo.gov)
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✔ Agreement completed.

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