



RESOLUTION No. 22-273

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT 3 TO THE LAST MILE BROADBAND GRANT AGREEMENT DATED APRIL 28, 2020 BETWEEN THE COUNTY OF NEVADA AND EXWIRE INC. DBA OASIS BRADBAND EXTENDING THE TERMINATION DATE TO OCTOBER 31, 2022 AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT

WHEREAS, on April 28, 2020 through Resolution 20-147, the Board of Supervisors awarded Exwire, Inc. dba Oasis Broadband, Inc. a grant in the amount of \$52,900 for the Truckee Prosser Area Project; and

WHEREAS, the Project scope was to provide wireless internet service to 124 homes, including 16 home based businesses, in an underserved community in Truckee by deploying wireless technologies in the proposed access site; and

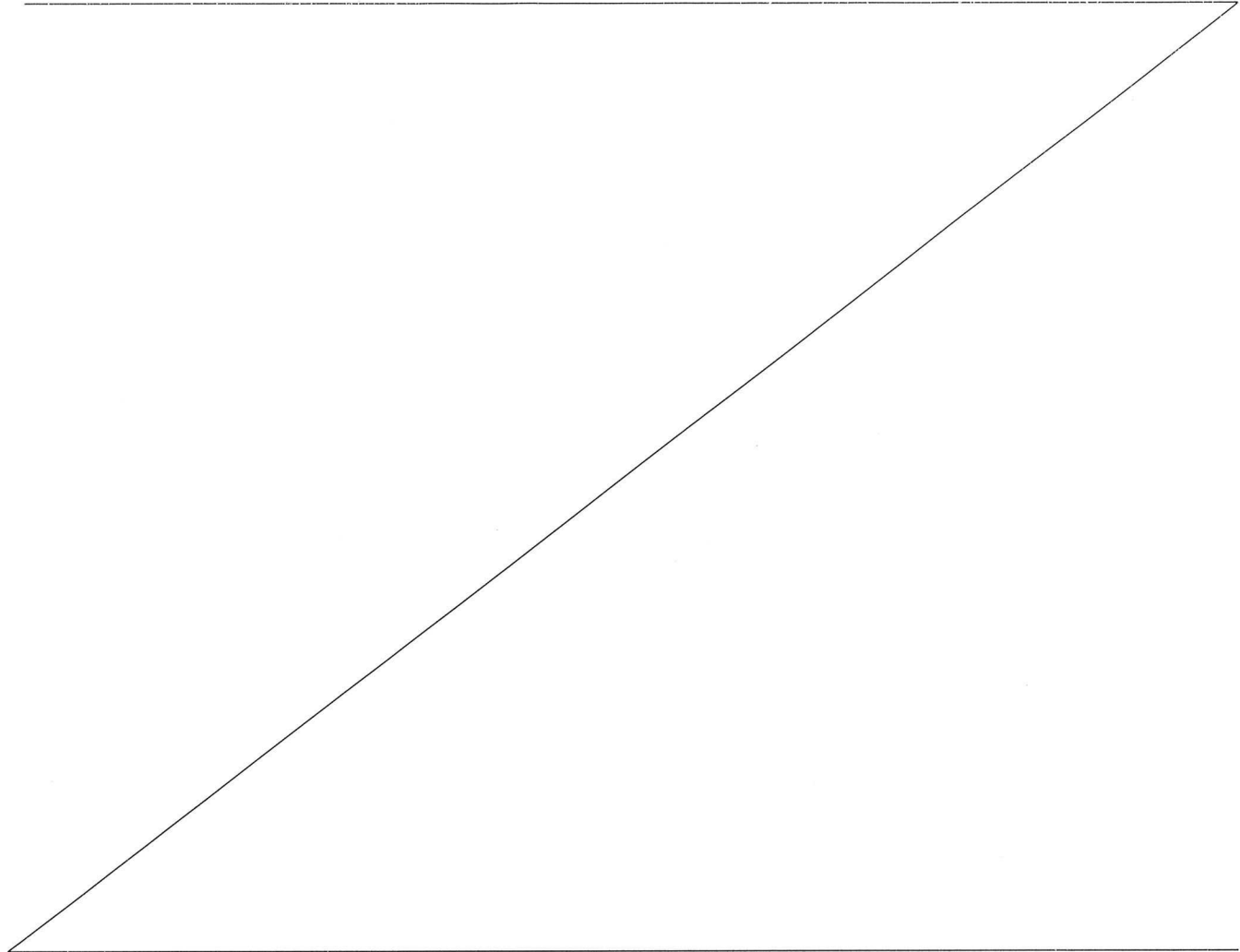
WHEREAS, the project has progressed since April 2020. Exwire Inc. dba Oasis Broadband Inc. has finished building all the infrastructure, completed testing, and are now serving 22 of the targeted homes. Due to the pandemic completion of grant objectives have been slower than anticipated; and

WHEREAS, on June 8, 2021 through Resolution 21-193, the Board of Supervisors amended the Grant Agreement extending the term of the grant from twelve months to twenty-four months for a termination date of April 28, 2022 to allow for completion of the installation phase, labor, outreach and installation; and

WHEREAS, on October 12, 2021 through Resolution 21-447, the Board of Supervisors approved Amendment 2 to allow or provide for the Grantee to bill for 50% of the total eligible project costs for labor and/or equipment not to exceed \$52,900 and to change from three phases to two phases. The total project is estimated to be \$105,799; and

WHEREAS, due to the pandemic and supply chain issues completion of the final grant objectives have been slower than anticipated. Therefore, this Amendment 3 extends the term of the grant from twenty-four months to thirty months for a termination date of October 31, 2022 to allow for final project wrap up and invoicing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that Amendment No. 3 to the Grant Agreement by and between the County of Nevada and Exwire Inc. dba Oasis Broadband Inc extending the term of the grant from twenty-four months to thirty months for a termination date of October 31, 2022 to allow for final project wrap up and invoicing, hereby is approved in the form attached and the Chair of the Board of Supervisors is hereby authorized to execute the Amendment 3.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

6/14/2022 cc: IGS*
AC*(hold)

8/18/2022 cc: IGS*
AC*(release)
OB*

AMENDMENT 3 TO GRANT AGREEMENT WITH EXWIRE, INC dba OASIS BROADBAND INC.

THIS AMENDMENT is executed this 14 day of June, 2022 by and between Exwire, Inc dba Oasis Broadband Inc. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Nevada County Last Mile Broadband Grant FY2019/20 Grant Agreement (Truckee Prosser Area Project) executed on April 28, 2020 by Resolution No. 20-147 and which Agreement was subsequently amended on June 8, 2021 by Resolution No. 21-193 extending the termination date to April 28, 2021 and by Resolution 21-447 replaced Exhibit A and provided for the Grant reimbursement to include labor and equipment costs and to update the reimbursement schedule from three phases to two phases.

WHEREAS, the parties desire to amend their agreement to allow for final project wrap up and invoicing by extending the term from twenty-four months to thirty months.


NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of June 14, 2022.
2. That the Section 2 of the Agreement shall be updated to reflect the Project execution timeframe from twenty-four (24) months to thirty (30) months after the effective date of the original agreement.
3. That in all other respects the prior agreement of the parties as previously amended shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL


By: K.L.Elliott (Aug 18, 2022 15:30 PDT)

COUNTY OF NEVADA


By: Sue Hoek (Aug 15, 2022 11:20 PDT)
Honorable Sue Hoek
Chair, of the Board of Supervisors

ATTEST:


By: _____
Julie Patterson Hunter
Clerk of the Board of Supervisors

CONTRACTOR:



By: Devin Koch (Jun 14, 2022 22:50 PDT)
Devin Koch, CEO

Exhibit A

Project Overview

Organization is an Internet Service Provider (ISP) with a 16-year history of serving Nevada County and surrounding area with high-speed internet primarily in the Sierra Foothills and High Mountain areas, including but not limited to North Lake Tahoe, parts of Truckee, Squaw Valley, Alpine Meadows, and other communities around Lake Tahoe. The project will provide infrastructure to enable wireless service to residents and business along Dam Rd after Gray's Crossing ends all the way to the end of the road and homes in Pannonia Ranchos accessed from Prosser Dam Rd and just to the east of it. Organization estimates that Project will provide wireless services to fifty-five (55) unserved households and forty-five (45) underserved households and one (1) underserved business.

The project will provide wireless internet through the deployment of wireless internet of i) 5Ghz Line-of-Sight high performance technology, and ii) 3.65 L TE non-Line-of-Sight technologies in three (3) phases as outlined in supplemental documents in Exhibit B. Total project is estimated to cost one-hundred five thousand seven hundred ninety-nine dollars (\$105,799) as broken down below. Up to but not more than a 50% match of Project's total cost of fifty-two thousand nine hundred dollars (\$52,900) shall be eligible for reimbursement.

Reimbursement Schedule

County shall provide reimbursement of a maximum of fifty-two thousand nine hundred dollars (\$52,900) for labor or equipment costs which represent a 50% match reimbursement of total project cost of one-hundred five thousand seven hundred ninety-nine dollars (\$105,799) in two installments upon the completion of each two phases of Project. Costs eligible for reimbursement shall include all identified labor and equipment costs as provided in the budget outlined supplement documents of Exhibit B. Below provides an estimated cost of the total cost for each project phase and the eligible expenditure reimbursement based on the percentage total for each phase of total expenditure expenses.

	Eligible Reimbursement (50% of Total Project Cost)
Phase 1	\$42,414.10
Phase 2	\$10,485.90
Total (not to exceed)	\$52,900.00

Reimbursement Documentation and Reporting

Upon the completion of each project phase, Organization shall submit an invoice to County and Project Administrator that includes documentation for all expenses of project including labor, equipment, permits and any other administrative costs.

Organization shall provide a summary report that includes the following sections:

1. **Project Overview Narrative:** This section shall provide an overview update of the total project progress, including the number of unserved and underserved households or businesses eligible to be served, the number of households or businesses being served, and any unexpected challenges, delays, or other unanticipated impacts to the project.
2. **Project Phase Narrative:** This section shall provide a detailed narrative on the work completed for the invoiced project phase including detailed information for all expenses of project phase including labor, equipment, permits and any other administrative costs.
3. **Project Financial Reporting:** This section shall provide detailed financial documentation on the overall project and project phase that includes 1) Project Operating Statement, 2) Project Balance Sheet, and 3) Labor Expenses. Back-up documentation may include but is not limited to

project receipts, accounts payable and any other applicable documentation that may be requested by County and/or Project Administrator.

4. **Project Phase Invoice:** All invoices shall include a) breakdown of total project phase costs, b) total project phase equipment costs, c) total project phase labor costs, and d) total eligible labor costs being requested for reimbursement.

5. **Invoice Submittal:** All Invoices shall be submitted to County and Project Administrator on the same day. Project Administrator will review each invoice within 15 days and will notify Organization if any additional information is needed. Organization will work directly with project Administrator to answer any questions or provide any additional documentation requested by Project Administrator or County necessary for the approval of an invoice. Project Administrator will provide County with signed and dated invoice within 15 days of approval and shall cc: Organization. County shall process invoice within 15 days of receipt of approved invoice. County will provide grant reimbursement directly to Organization and will work directly with Organization on any administrative processes related to payment or processing of payment.

Organization shall submit invoices/reports to:

County:

Attn: Elise Strickler

Nevada County Information General Services Agency 950 Maidu Avenue, Suite 130

Nevada City, CA 95959

Elise.strickler@co.nevada.ca.us

Project Administrator:

Attn: Kristin York

Sierra Business Council

P.O. Box 2428

Truckee, Ca 96160

kyork@sierrabusiness.org

If County has already advanced funds for eligible labor reimbursement activities and later determines that eligible activities have not been provided, Organization shall refund said amounts within five (5) days of demand of County. County at no time shall make payments for any amount in excess of the total of this agreement.