

**NEVADA COUNTY LAST-MILE BROADBAND GRANT PROGRAM
FY 24/25 GRANT AGREEMENT WITH EXWIRE DBA OASIS BROADBAND
[HARMONY RIDGE, BLUE TENT, AND NEVADA CITY]**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into as of the 14th day of January, 2025 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and Exwire dba Oasis Broadband, Inc. (“ORGANIZATION”) and is effective as of _____ (“Effective Date”).

RECITALS:

- A.** The Nevada County Board of Supervisors adopted Resolution 24-073 supporting broadband expansion; and made Broadband a Board Objective to: “Equitably expand broadband to support economic development, distance-learning, telework, telemedicine, and general quality of life for all residents by championing the implementation of Nevada County Broadband Strategy Plan policies and last-mile infrastructure projects.”
- B.** The Nevada County Board of Supervisors approved \$1,167,624.00 to fund the third round of the Last-Mile Broadband Grants Program.
- C.** The Nevada County Board of Supervisors has a Professional Services Agreement with the Sierra Business Council (PROJECT ADMINISTRATOR), which includes the solicitation, facilitation, and administration of the Nevada County Last-Mile Broadband Grant.
- D.** County staff and PROJECT ADMINISTRATOR conducted a competitive application process and determined that ORGANIZATION is qualified and able to ensure timely and successful completion of the proposed project (“PROJECT”) as submitted to PROJECT ADMINISTRATOR for the FY 24/25 Last-Mile Broadband Grant Program (incorporated herein as Exhibit A).
- E.** The Nevada County Board of Supervisors approved the recommendation from County staff and PROJECT ADMINISTRATOR to award \$221,989.00 to ORGANIZATION and directed staff to enter into grant agreements with ORGANIZATION.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the parties hereto agree as follows:

- 1. ORGANIZATION shall perform all services necessary to complete the PROJECT as set forth in Exhibit “A” attached hereto and incorporated herein by reference. ORGANIZATION shall pay for all costs and expenses necessary to complete the PROJECT, subject to reimbursement from the COUNTY as provided in this Agreement.
- 2. ORGANIZATION shall execute the PROJECT so that within 36 months after the Effective Date of this Agreement, the PROJECT shall be completed to the satisfaction of, and accepted by, COUNTY; provided that said timeframe may be extended by mutual written agreement of the parties. Any funds not utilized by ORGANIZATION within this timeframe shall be retained by COUNTY.
- 3. COUNTY shall issue reimbursements to ORGANIZATION based on the process defined in Exhibit B “Reimbursement Schedule”.
 - a. COUNTY may withhold all or any portion of a reimbursement payment if it determines, in its sole discretion, that: (i) the reimbursement request includes ineligible activities, services or items, (ii) the reimbursement request is untimely or inaccurate, (iii) PROJECT ADMINISTRATOR has not approved

the reimbursement request due to insufficient documentation or PROJECT progress or completion, (iv) the ORGANIZATION has failed to provide appropriate documentation to support the reimbursement request, (v) the ORGANIZATION has not complied with applicable federal, state or local laws, ordinances or regulations in connection with its activities under this Agreement, (vi) the ORGANIZATION has failed to obtain or maintain a necessary license or permit in connection with its activities under this Agreement, or (vii) the ORGANIZATION has otherwise failed to comply with a material term or condition of this Agreement.

- b. If ORGANIZATION fails to satisfactorily execute or complete the PROJECT in accordance with the terms and conditions of this Agreement, then COUNTY may, in its discretion, require ORGANIZATION to repay all or any portion of the grant funds provided under this Agreement.
 - c. Any funds paid to, but not expended by, ORGANIZATION for the purposes stated or in accordance with the terms and conditions of this Agreement shall be refunded to COUNTY. ORGANIZATION shall repay all such sums within thirty (30) days after ORGANIZATION receives a written repayment request from COUNTY.
 - d. Any portion of the Information General Services Administration budget assigned to this contract which COUNTY does not pay to ORGANIZATION and any grant funds returned to COUNTY shall be retained by COUNTY.
4. COUNTY is a funding source only, and has no right, title, obligation, or interest in the PROJECT, nor any control over the design, permitting, purchases, construction and/or installation, operation, or maintenance of the PROJECT. ORGANIZATION shall be solely responsible for the proper execution of and on-going operation and maintenance of the PROJECT, and for full compliance with all legal requirements including, but not limited to, safety codes, accessibility laws, development regulations and permitting requirements, CEQA/NEPA, and legal requirements relating to public contracting and construction, public bidding, and prevailing wages.
5. ORGANIZATION shall pay all costs and expenses associated with maintenance and operation of the PROJECT and shall keep the PROJECT and all portions thereof in a good, safe, and useable condition.
6. The PROJECT to be funded pursuant to this Agreement shall remain property of the ORGANIZATION and shall be used for purposes of PROJECT as set forth herein for a minimum of three (3) years after the Completion Date. If the PROJECT or any portion thereof is closed, materially damaged, destroyed or otherwise made unavailable for purposes of PROJECT prior to the expiration of this three (3) year period, the three (3) year period shall be extended by the amount of time the PROJECT or portion thereof is not available for public use; provided, however, that closures for brief periods to perform routine maintenance and repairs shall not extend this three (3) year period. ORGANIZATION shall notify COUNTY in writing in the event of any such closures, whether temporary or permanent. In the event that the PROJECT or any portion thereof is permanently closed to the public before the expiration of the three (3) year period and any extension thereof, ORGANIZATION shall refund a pro-rata share of COUNTY's contribution under this Agreement based upon the percentage of the three (3) year period that the PROJECT will not be available for public use
7. To the fullest extent permitted by law, ORGANIZATION shall indemnify, defend and hold harmless the COUNTY against any and all claims, losses, liabilities, and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorneys' fees, and all costs and expenses, arising directly or indirectly out of any act or omission of ORGANIZATION, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement. ORGANIZATION's obligation to defend, indemnify, and hold COUNTY harmless under the provisions of this Paragraph 7 shall survive the termination of this Agreement and is not limited to or restricted by any requirement that ORGANIZATION carry and maintain a policy of insurance.

8. ORGANIZATION shall carry and maintain insurance against claims for injuries to persons or damages to property which may arise from work hereunder by the ORGANIZATION, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits **\$2,000,000** per occurrence and \$4,000,000 in the aggregate.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ORGANIZATION has no owned autos, Code 8 (hired) and 9 (non-owned), with limit **\$300,000** per accident for bodily injury and property damage.
- (iii) **Workers’ Compensation insurance**
ORGANIZATION affirms they have workers’ compensation coverage per statute of state where work is being performed. To the extent permitted by law, ORGANIZATION hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said ORGANIZATION may acquire against the county by virtue of the payment of any loss under such insurance.

If the ORGANIZATION hires employees, ORGANIZATION will provide workers compensation coverage as required by the State of California, with statutory limits, and employers liability insurance with a limit of \$1,000,000 per accident for bodily injury or disease, per disease per employee, and per disease policy limit.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

- (iv) **Director and Officers (D&O) Liability Insurance** covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be included as additional insureds** on the CGL policy by endorsement as respects to this agreement with respect to liability caused in whole or in part by arising out of the work or operations performed by or on behalf of the ORGANIZATION including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ORGANIZATION’S’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this grant, the **ORGANIZATION’s commercial general liability and automobile liability insurance shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the ORGANIZATION’s insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** The ORGANIZATION shall give thirty (30) days prior written notice to the County and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada of any required coverage that is not replaced.
- (iv) **Waiver of Subrogation** To the extent permitted by law, ORGANIZATION hereby grants to County a waiver of any right to subrogation which any insurer or said ORGANIZATION may acquire against the County by virtue of the payment of any loss under such insurance. ORGANIZATION agrees to provide any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- (iv) **Acceptability of Insurers:** Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.
- (v) **Verification of Coverage** ORGANIZATION shall furnish the County with original Certificates of Insurance including all required amendatory endorsements. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the ORGANIZATION's obligation to provide them.
- (vi) **Subcontractors** ORGANIZATION shall use commercially reasonable efforts to require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- (vii) **Special Risks or Circumstances** 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, but not more than once every five (5) years upon at least sixty (60) days prior written notice to the ORGANIZATION to such amounts as shall then be customary in respect to comparable locations of the County.
- (viii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be at least as broad as the underlying insurance and shall sit excess of Commercial General Liability, Employers Liability and Automobile Liability. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (ix) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (x) **Material Breach** Failure of the ORGANIZATION to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xi) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award to your ORGANIZATION, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Grant Administrator.

9. Throughout the term of this Agreement, ORGANIZATION shall possess or secure all licenses, permits, qualifications and approvals legally required to design, make purchases for, construct and/or install the PROJECT and shall comply with all applicable federal, state, and local laws, ordinances and regulations. Prior to commencement of construction, ORGANIZATION shall obtain any and all land use and building entitlements necessary to complete the PROJECT, including without limitation all zoning, development and site plan approvals, rights of entry, and appropriate building, environmental health or other permits. Upon COUNTY's request, ORGANIZATION shall provide COUNTY with copies of all final permits, documents or other approvals required complete the PROJECT.
10. Upon request, COUNTY or its authorized representative shall have access to and the right to examine all records, books, papers, or documents of ORGANIZATION related to the PROJECT and use of COUNTY funds provided under this Agreement. ORGANIZATION shall retain such records, books, papers, and documents for a period of not less than five (5) years from the Completion Date.

11. The parties to this Agreement hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither party nor its officers, employees or volunteers are employees of the other.
12. The terms and conditions of this Agreement, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.
13. The waiver of any provision of this Agreement shall be in writing, signed by the party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the Agreement.
14. Any notices that either party desires to give to the other party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this section.

<u>To PROJECT ADMINISTRATOR:</u>	<u>To COUNTY:</u>	<u>To ORGANIZATION:</u>
Kari Sinoff Sierra Business Council 10183 Truckee Airport Rd Truckee, CA 96161 (530) 562-4992	Elise Strickler Information General Services 950 Maidu Avenue, Suite 130 Nevada City, CA 95959 (530) 265-1705	Recipient:

15. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning. This Agreement is to be deemed to have been prepared jointly by the parties hereto and shall not be interpreted or construed against either party as the drafter.
16. This Agreement contains the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements, proposed agreements, or conditions, whether written or oral.
17. Should all or any portion of any provision of this Agreement be held unenforceable or invalid for any reason, but the remainder of the Agreement can be enforced without failure of material consideration to any party, then the remaining portions or provisions shall be unaffected.
18. This Agreement may not be assigned by either party. This Agreement is made and entered into for the sole protection and benefit of COUNTY and ORGANIZATION and their respective successors. No other person or entity shall have any right of action based upon any provision of this Agreement. In addition, no transfer of rights of any kind contained in this Agreement may occur without the written prior consent of COUNTY, including but not limited to transfer and/or sale of any or all terms and conditions contained within.
19. This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Nevada County, California.

20. Each person executing this Agreement on behalf of a party represents and warrants to the other party that he or she has authority to bind and commit each such party to this Agreement.
21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. ORGANIZATION will recognize the County of Nevada in all online and print marketing and communication materials; ORGANIZATION may use the County logo and the following text:
“Made possible by the County of Nevada’s “Last-Mile Broadband Grants Program.”

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the dates hereinafter set forth.
Dated

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By:_____

By:_____
Director of Information and General Services

ORGANIZATION:

By:_____
Recipient Name:
Business:

Exhibits

- A. Scope of Work
- B. Reimbursement Schedule
- C. Example Invoice

Exhibit A
Scope of Work

ORGANIZATION shall complete the PROJECT, “Description of project Nevada County 2024 Last Mile Harmony Ridge, Blue Tent & Nevada City Grant” As further described in the grant application as attached.

Vendor Name: Exwire dba Oasis Broadband

Project Name: Nevada County 2024 Last Mile Harmony Ridge, Blue Tent & Nevada City Grant

Project Summary: This project aims to deliver high-speed internet to underserved areas in the region by leveraging advanced wireless technology and a fiber backhaul infrastructure. We will strategically install wireless Access Points (APs) to serve Blue Tent, Harmony Ridge, a portion of Scotts Flat Reservoir, and other unnamed areas to the Northeast of Nevada City, and other areas north and northwest of Nevada City.

Proposed Technology: Fixed Wireless

Proposed Network Design: Point to multipoint - 3 sites

Total Project Cost: \$443,978.00 **Grant Amount:** \$221,989.00 **Percent Grant Match:** 50%

Cost Per Connection (as a fraction of proposed grant): \$550.84

Proposed Service Area: Our service area includes Blue Tent, Harmony Ridge, a portion of Scotts Flat Reservoir, other unnamed areas to the Northeast of Nevada City and other areas north and northwest of Nevada City.

Anticipated Improvements:

# of Passings:	Speed Now:	Speed After Build:	Anticipated Connections:	TOTAL
Households:	303 @ <10/1 Mbps; 99 @ <25/3 Mbps, 188 @ >25/3 Mbps	90% will have 300/100 Mbps available.	402	402
Businesses (in home):	8 @ <10/1; 8 @ <25/3	All will have 300/100 Mbps available	Incl. above	0
Community Anchor Institutions:	1 @ <10/1	All will have 300/100 Mbps available	1	1

Exhibit B

Reimbursement Schedule & Reporting

Vendor Name: Exwire dba Oasis Broadband

Project Name: Nevada County 2024 Last Mile Harmony Ridge, Blue Tent & Nevada City Grant

The ORGANIZATION shall submit invoices to COUNTY and PROJECT ADMINISTRATOR which include eligible PROJECT costs, defined as equipment, materials, labor, permitting fees, and GPS surveying, which represent 50% of the total project costs, in an amount not to exceed \$221,989.00, which will be submitted in four phases as set forth below.

The total eligible expenses will be incorporated as listed below:

List Deliverables & Dates by Phase	Amount Reimbursed
Phase 1 - March 2025 - Access point number one - labor, materials, and customers installed.	(25%) \$55,989.00 This amount is variable and will be determined by the number of customers installed.
Phase 2 - April 2025 - Access point number two - labor and materials, and customers installed.	(40%) \$88,795.60 This amount is variable and will be determined by the number of customers installed.
Phase 3 - May 2025 - Access point number three - labor and materials and customers installed.	(20%) \$44,397.80 This amount is variable and will be determined by the number of customers installed.
Phase 4 - This phase would occur in the last month of the Grant - Labor and materials for additional customers installed	(15%) \$33,298.35 This amount is variable and will be determined by the number of customers installed.
Total Reimbursement	\$221,989.00

Reimbursement Documentation and Reporting

Upon the completion of each project phase, ORGANIZATION shall submit the following information to County and Project Administrator by e-mail that includes the following:

1. **Project Stage Invoice:** The ORGANIZATION will submit to the PROJECT ADMINISTRATOR completed Broadband Subscriber invoice(s) as defined in Exhibit D. On company letterhead provided the date, project name, timeframe/phase, amount being claimed, total amount timeframe, number of parcels and grant reimbursement. In addition, invoices shall include a breakdown of total eligible project stage costs including: (a) total project phase equipment costs, (b) total project phase labor costs, (c) total project phase other costs (d) total amount being requested for reimbursement, and (e) percent of grant reimbursement expended.
 - a. The PROJECT ADMINISTRATOR will verify that the Project Stage Invoice amount & submission date matches the agreed payment schedule and does not include ineligible items.

- b. The PROJECT ADMINISTRATOR will complete the review within 14 calendar days from receipt of the Narrative, and Project Stage Invoice and notify COUNTY of the pending reimbursement request.
 - c. The PROJECT ADMINISTRATOR may choose to reject the reimbursement request and will provide details of corrective actions needed by the ORGANIZATION, at which time the 14 days review period may be reset by the PROJECT ADMINISTRATOR at their discretion. 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.
 - d. Upon successful review by the PROJECT ADMINISTRATOR, the ORGANIZATION will be notified by email that the reimbursement claim has been accepted. PROJECT ADMINISTRATOR will at the same time submit copies of the Narrative, and Invoice for reimbursement to the COUNTY for reimbursement.
 - e. Within 30 days COUNTY will provide reimbursement directly to ORGANIZATION and will work directly with ORGANIZATION on any administrative processes related to payment or processing of payment. End of County Fiscal Year is June 30, therefore, invoices submitted in July may take up to 45 days to process.
2. **Project Stage Narrative:** This section shall provide an overview update of the project progress on the work completed for the invoiced project stage including an overview of total project progress, any unexpected challenges, delays, or other unanticipated impacts to the project. 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. The Final Project Narrative shall also include the calculation of the per connection cost, as the Organization tracks all costs for all projects cumulatively, to illustrate the average cost per connection supported by the Final Financial Reporting such as connections, permitting, weather or other planning and any unexpected delays (one page or less).
3. **Project Completion and Final Financial Reporting:** The final invoice submission shall provide detailed financial documentation which is an "Expenses by Vendor Summary". This section shall provide detailed financial documentation on the overall project and project phase that includes:
- a. Project Budget
 - b. Eligible Expenses
 - c. Accounting reports which include a breakdown of total project phase costs
- Backup documentation may include but is not limited to accounts payable and any other applicable documentation that may be requested by the County.
4. **Final 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. This shall be submitted within 15 days of the final invoice submission.

ORGANIZATION shall submit project stage invoice, narrative, and Broadband Subscriber Verification Forms by e-mail to:

County:

Attn: Elise Strickler

Nevada County Information General Services Agency

950 Maidu Avenue, Suite 130

Nevada City, CA 95959

IGSAdmin@nevadacountyca.gov

Project Administrator:

Attn: Kari Sinoff

Sierra Business Council

10183 Truckee Airport Rd
Truckee, CA 96161
(530) 562-4992
ksinoff@sierrabusiness.org

Exhibit C
Broadband Sample Invoice

Example only – deviations from sample are acceptable and will be discussed with each vendor

XYZ Company, Inc
1234 Main Street
Nevada City, CA 95959
johndoe@xyzcompany.com
www.xyzcompany.com



INVOICE

BILL TO

County of Nevada
950 Maidu Ave Suite 130
Nevada City, CA 95959

INVOICE # 1001
DATE 09/29/2022
DUE DATE 10/29/2022
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
09/29/2022	Broadband Fiber Optic broadband	2	\$10,272.72	\$20,545.44

BALANCE DUE \$20,545.44

Totals to date before current submission:

	Total
Equipment	
Labor (Prevailing Wage)	
Fees/permits/GPS Survey	
Contingency	
Qtly Expenses	
# Connected Parcels	
Grant Reimbursement	

END OF DOCUMENT