

## **GRANT AGREEMENT BETWEEN COUNTY OF NEVADA AND CALIFORNIA EMERGING TECHNOLOGIES FUND**

This is a Grant Agreement between the California Emerging Technology Fund (CETF) and the County of Nevada (County) to develop strategies and tools to facilitate and accelerate the deployment of high-speed Internet infrastructure, commonly referred to as “broadband” including both wireline and wireless technologies, throughout Nevada County to ensure access to robust networks that reach at least 98% of all residents to support public safety, distance learning, telehealth, telework, commerce and economic development, and the ability to apply for public services and participate in public meetings. The nature of the strategies and tools to be developed shall be determined through consultation among appropriate County Administrators, Departments, and the Board of Supervisors with input from CETF and the Gold Country Broadband Consortium managed by the Sierra Business Council. Examples of prospective strategies and tools include: Countywide Programmatic Environmental Impact Report; Tool Kit for Internet Service Providers (ISPs); and Policies and Procedures for Streamlining Project Approvals and Permitting. Nevada County may identify and seek input from other relevant stakeholders and expert resources.

CETF shall provide a Grant totaling \$50,000 in 3 payments: \$25,000 upon signing this Grant Agreement; \$20,000 upon determination of the selected strategies and tools by Nevada County delineated and outlined in a Progress Report (expected to be submitted by June 30, 2021) and accepted by CETF; which shall become the deliverables and work products for this Grant; and \$5,000 upon completion of the deliverables and work products and submission of concise Final Report to CETF (expected to be submitted by December 31, 2021). The submission deadlines may be extended by mutual written agreement of the parties. CETF also shall arrange for pro bono technical assistance from Crown Castle and Nossaman LLP to provide expertise in the development and refinement of strategies and tools. Each firm has agreed to provide at least 40 hours of pro bono professional consultation to include: input on the scope of investigation; development of materials; and peer review of deliverables and work products.

### **General Provisions**

The County shall not be covered by CETF employer benefits, workers’ compensation or other insurance policies.

The County shall indemnify and hold harmless CETF, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney’s fees, directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission by the County in the performance of this Agreement.

CETF shall indemnify and hold harmless the County, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney’s fees, directly,

indirectly, wholly, or partially arising from or in connection with any negligent act or omission by CETF in the performance of this Agreement.

The County may not use CETF funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of the Code of Federal Regulations, Internal Revenue Service, Department of the Treasury 26 CFR § 53.4945-2, unless explicitly approved by CETF. Further, it is our intent and understanding that nothing herein violates any law, regulation or code of ethics.

The deliverables and work products developed in conjunction with this Grant along with the Progress Report and Final Report shall become the shared intellectual property of the County of Nevada and CETF. These work products and deliverables shall comply with the CETF Writing Style Guidelines. It is acknowledged that CETF will distribute and share the work products from this Grant with public agencies and other stakeholders throughout California.

Notice to Parties shall be provided as follows:

<p>If to County:</p> <p>Steve Monaghan Chief Information Officer Phone: (530) 265-1239 <a href="mailto:steve.monaghan@co.nevada.ca.us">steve.monaghan@co.nevada.ca.us</a> County of Nevada, California 950 Maidu Avenue, Suite 130 Nevada City, California 95959</p>	<p>If to CETF:</p> <p>Sunne Wright McPeak President and CEO Phone: 415-744-2383 Email: <a href="mailto:sunne.mcpeak@cetfund.org">sunne.mcpeak@cetfund.org</a> Address: P.O. Box 5897 Concord, CA 94524</p>
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California Emerging Technology Fund

_____ Signature	_____ Date
<u>Sunne Wright McPeak</u> Name (Print)	<u>President and CEO</u> Title

Accepted for County of Nevada by:

_____ Signature	_____ Date
_____ Name (Print)	_____ Title