NEVADA COUNTY LAST MILE BROADBAND GRANT FY 2019/20 GRANT AGREEMENT (TRUCKEE PROSSER AREA PROJECT)

THIS GRANT AGREEMENT is made and entered into as of the ____day of ____, 2020 by and between the COUNTY OF NEVADA, a political subdivision of the State of California ("COUNTY"), and the Exwire, Inc. (dba Oasis Broadband, Inc.), a C-Corporation ("ORGANIZATION"), and is effective as of the 28th day of April 2020 ("Effective Date").

WHEREAS, the Nevada County Board of Supervisors adopted Resolution 18-324 outlining its support to promote the expansion, access and usage of broadband networks and advanced communication services throughout Nevada County to positively impact areas of healthcare, public safety, school, colleges, libraries, community support organization, businesses, social-networking, and economic development; and

WHEREAS, the Nevada County Board of Supervisors adopted Resolution 19-429 approving the Personal Services Contract with the Sierra Business Council (PROJECT ADMINISTRATOR) for the solicitation, facilitation, and administration of a Nevada County Last-Mile Broadband Grant and approved the total maximum grant(s) amount of \$225,000 for FY 2019/20 as a Pilot Program; and

WHEREAS, on February 25, 2020 Project Administrator presented and recommended to the Nevada County Board of Supervisors its recommendation awarding two of the three Broadband Grant applications for FY2019/20 to Exwire, Inc. and Nevada County Fiber in the amount of \$52,900 and \$124,209, respectively; and

WHEREAS, on February 25, 2020 the Board of Supervisors directed staff to develop Grant Award agreements with Exwire, Inc. and Nevada County Fiber in the amount of \$52,900 and \$124,209, respectively; and

WHEREAS, COUNTY has determined that ORGANIZATION is qualified, willing and able to provide the resources necessary to ensure timely and successful completion of the proposed Truckee Prosser Area Project as submitted to Project Administrator for the FY 2019/20 Last-Mile Broadband Grant Program (incorporated herein as Exhibit B).

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

 ORGANIZATION shall perform all services and provide all staffing, equipment and materials, funding and other resources necessary to design, permit, make purchases for, construct and/or install the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. ORGANIZATION has represented that the total estimated costs for the proposed Project will not exceed FIFTY-TWO THOUSAND NINE HUNDRED DOLLARS

- AND NO CENTS (\$52,900.00). ORGANIZATION shall pay for all costs and expenses necessary to complete the Project, subject to reimbursement from as provided in this Agreement.
- 2. ORGANIZATION shall obtain all approvals for and shall execute the Project so that within twelve (12) months after the Effective Date of this Agreement, the Project shall be completed to the satisfaction of, and accepted by, the COUNTY, and shall be ready and available wireless service within the proposed project area; provided, however, 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 and may be reallocated to other qualifying projects.
- 3. COUNTY shall allocate up to a maximum of FIFTY-TWO THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$52,900) from the Information General Services Administration Budget, as allocated per Resolution 19-429, to be used for the proposed Project ("Grant Funding").
- 4. The sole source of funding by COUNTY for this disbursement is Fund No. 0101-11003-531-1000/521520. No other County funding source shall be held liable for any obligations set forth in this Agreement.
- 5. COUNTY shall issue reimbursements to ORGANIZATION from the Information General Services Administration Budget, as follows:
 - a ORGANIZATION shall submit to PROJECT ADMINISTRATOR and COUNTY written requests for reimbursement pursuant to this Agreement. Each request shall specifically identify the item(s) for which reimbursement is sought and the amount of reimbursement requested for each such item and shall certify that the ORGANIZATION has complied with all terms and conditions of this Agreement. ORGANIZATION shall be reimbursed only for eligible expenses as identified in Exhibit "A" and in the estimated amounts set forth in Exhibit "A". However, the Information General Services Agency Director, in his/her discretion, may reallocate estimated amounts between eligible expenses once actual project costs are known provided that the expenses qualify under the same expenditure category and that the total

award amount remains the same. Each reimbursement request shall be accompanied by receipts, invoices, proof of payment and other such written documentation as PROJECT ADMINISTRATOR and/or COUNTY may deem necessary to substantiate and support ORGANIZATION's claim for reimbursement.

- b. COUNTY shall issue reimbursements to ORGANIZATION within thirty (30) days after all of the following events have occurred: (i) the portion of the Project for which reimbursement is sought has been completed to the satisfaction of the PROJECT ADMINISTRATOR and COUNTY and (ii) COUNTY has received a written request for payment and copies of all written documentation with the approval from the PROJECT ADMINISTRATOR required pursuant to Paragraph 5, as noted above.
- CORGANIZATION shall submit to PROJECT ADMINISTRATOR and COUNTY a final written request for up to, but not to exceed the amount of any amounts remaining, as allocated in this agreement, in the Information General Services Administration Budget, within thirty (30) days after: (i) the PROJECT ADMINISTRATOR and COUNTY has determined the Project has been satisfactorily completed and the Project has passed a final PROJECT ADMINISTRATOR inspection, (ii) ORGANIZATION has accepted the Project as complete, and (iii) the wireless service within the proposed project area is available ("Completion Date"). The final reimbursement request shall comply with all requirements and conditions set forth under Paragraph 5.a., above.
- d 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 for insufficient documentation or project progress or completion, (iv) the ORGANIZATION has failed to provide receipts or other 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.
- e. 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. 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.

- f. Any portion of the Information General Services Administration Budget which COUNTY does not pay to ORGANIZATION and any grant funds returned to COUNTY shall be retained by COUNTY and reallocated to the COUNTY's Economic Development Infrastructure Assignment.
- 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. 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.
- 8. 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.
- 9. ORGANIZATION shall hold COUNTY, its agents, employees, officers and volunteers harmless from and save, defend and indemnify them 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 9 shall survive the termination of this Agreement and is not limited to or restricted by any requirement that ORGANIZATION procure and maintain a policy of insurance.

- 10. ORGANIZATION shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Project and the results of that work by the ORGANIZATION, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:
 - a 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 and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to the Project; coverage shall be at least as broad as ISO form CG 20 10 11 85 or through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37. For claims related to this Project, ORGANIZATION's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the ORGANIZATION's insurance and shall not contribute with it.
 - b. , Commercial automobile liability ISO Form Number CA 00 01 covering any auto (Code 1), or if ORGANIZATION has no owned autos then hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1,000,000 per accident of bodily injury and property damage.
 - c. Worker's compensation coverage as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - d If the ORGANIZATION maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitles to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.
 - e. 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. ORGANIZATION agrees to obtain 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.
 - f. ORGANIZATION shall furnish to COUNTY original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the COUNTY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the ORGANIZATION's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 11. 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 to design, make purchases for, construct and/or install the Project.

- 12 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 three (3) years from the Completion Date.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. ORGANIZATION warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of its obligations under this Agreement, or with the expenditure of Information General Services Budget as provided in this Agreement. ORGANIZATION further warrants that it will not employ or contract with any person or entity having such interest and that it will adopt appropriate safeguards to prohibit members, officers, employees, agents, contractors or volunteers from (a) having any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project or (b) using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 17. Any notices that either Party desires to or is required 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 Paragraph.

To Project Administrator:
Kristin York
Sierra Business
Council
P.O. Box 2428
Truckee, CA 96160

To County:
Elise Strickler
Information General
Services
950 Maidu Avenue,
Suite 130
Nevada City, CA
95959

To Organization
Devin E. Koch, CEO
Exwire, Inc.
15965 Donner Pass Rd.,
Suite 215
Truckee, CA 96161

- 18. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.

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

ATTEST:	Ву:
	Chair, Board of Supervisors
Ву:	•
Julie Patterson-Hunter,	
Clerk of the Board	
Dated:	Exwire, Inc.
	-, -
	Ву:
	Devin Koch, CEO
APPROVED AS TO FORM:	
AFFROVED AS TOT ORM.	
By:	
County Counsel	

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 LTE 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.

Project Expenses

Total Expenses Total Fligible Reimbursement (50%)	\$105,799.00 \$52,900.00
Labor	\$59,660.00
Equipment & Services (Non-Leasable)	\$14,069.00
Equipment & Services (Leasable)	\$32,070.00

Reimbursement Schedule

County shall provide reimbursement of a maximum of fifty-two thousand nine hundred dollars (\$52,900) for labor costs which represent a 50% match reimbursement of total project cost of one-hundred five thousand seven hundred ninety-nine dollars (\$105,799) in three installments upon the completion of each three (3) phases of Project. Costs eligible for reimbursement shall include all identified labor costs as provided in the Labor Budget outlined supplement documents of Exhibit B. Below provides an estimated cost of the total labor for each project phase and the eligible labor reimbursement based on the percentage total for each phase of total labor expenses.

Labor Reimbursement Schedule

		Eligible		% of Total Project
	Labor Expense	Reimburse	Labor	
Phase 1	\$30,675	\$	27,199.25	51.42%
Phase 2	\$23,175	\$	20,549.07	38.85%
Phase 3	\$5,810	\$	5,151.68	9.74%
Total	\$59,660	\$52,900		

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:

- 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.
- 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.

Exhibit "B"

1. Applicant Information

1.1 Applicant Contact Information

Name: Devin Koch

Company: Exwire, Inc., dba. Oasis Broadband, Inc.

Title: CEO

Email: grants@exwire.com Phone: (415) 294 0072

1.2 What type of legal entity is applicant? C-Corp

1.3 Exwire is a rural broadband Internet Service provider with a 16-year history of serving the areas most in need of high-speed Internet primarily in the Sierra Foothills and High Mountain areas. Exwire was the first company to provide high speed Internet in most of North Lake Tahoe including parts of Truckee, Squaw Valley, Alpine Meadows, many communities around Lake Tahoe. Exwire acquired Foothill.net in 2006 giving it access to the Colfax, Auburn and Grass Valley areas where it has also enlarged its footprint. Exwire provides Internet service using Fixed Wireless technology primarily but uses fiber optic and Ethernet transmission systems in circumstances where those capabilities are warranted. Most recently Exwire has delivered high speed Internet to 100% of the remote community of Juniper Hill in Truckee which has also served Martis Peak and parts of Glenshire that were unserved. We are in the middle of deploying a system that will service 100% of the residents of the Kingswood neighborhood in Tahoe Vista, long an area that is recognized as un- and underserved.

Exwire has never accepted any grant money from any public or private institution.

2. Project Overview

2.1 Project Name: Truckee Prosser Area2.2 Project Technology: Fixed Wireless2.3 Describe the proposed network design.

This project is to provide service to a community in Truckee that has been ignored by the cable providers and where DSL is dying and no longer available to buy (homes are now too far away from DSLAM to buy or get more than 2 mb/sec. Exwire has network elements near this community that just need to be extended to two new sites to service this entire area.

Two wireless technologies will be deployed in the proposed Access site to provide as much wireless coverage as possible and the absolute fastest speeds possible to each subscriber. Exwire will deploy

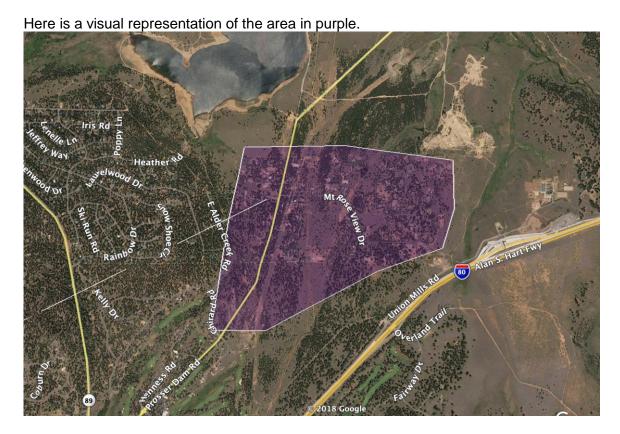
- 5Ghz Line-of-Sight high performance technology
- 3.65 LTE non Line-of-Sight technology

3.65 LTE technology has proven to be very effective at penetrating dense trees over short distances however and will provide a very high level of service through difficult terrain, through moderate foliage and over the longest wireless connections required in this deployment

5Ghz technology provides the absolute fastest speeds to subscribers who need 100/20 service.

2.4 Proposed Service Area Describe geographic area to be served, including service area boundaries, place names, buildings, road/street names and addresses, bordering highway, bodies of water, or other features that clearly identify the project coverage area.

The area is broken up into two parts - home along Prosser 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.



KMZ File is in Google Folder called "Prosser Dam Project Area"

2.5 Project Permitting

Include a schedule of all required permits for the project including permit type, fee, permitting agency or regulatory board and status of the permit. Ensure that the application is complete and that all of the required local/city/county/state approvals necessary for this project to proceed been considered (planning commission, zoning, route and road authorities, railroad crossing, etc.) Indicate clearly what remains to be done and what is required for completing the process of obtaining approvals. Include this information in the project timeline/schedule.

The only permits required are Truckee Business Location permit (site is on private residential land) and a Truckee Electrical permits. The site will be on private land.

2.6 Service and Pricing Levels

Business Model			Mb/sec			
	Exwire Services	Unit Cost	dn	up		
Revenue	HC (HomeConnect) 5G+	\$65	10	1		
	HC Plus 5G+	\$85	20	2.5		
	PH - Stream 5G+	\$95	50	5		
	PH - Stream HD 5G+	\$115	100	20		

2.7 Project Schedule

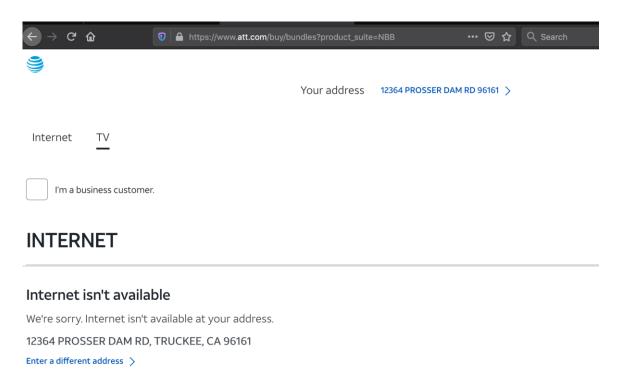
Truckee Prosser Equal Access Schedule						20	20					
	1	2	3	4	5	6	7	8	9	0	1	2
Negotiation With Owner		N	N									
Design and Permit				D	D							
Build					В	В						
Test						Т						
Launch							L					

3. Level of Service Verification

3.1 Provide evidence of current service levels, which may include but is not limited to:

Suddenlink does not offer service in this area. Their website says they do but when you call, they eventually figure out they don't have service.

ATT won't sell to this area any more:



See testimonials in testimonials section.

3.2 Passings.

Passings Tally Sheet	Households	Businesses	Community Institutions
Currently UNSERVED Number of			
passings expected to improve to at			
least 25/3 as a result of the project	55	0	0
Currently UNDERSERVED Number of			
passings expected to improve from			
between 25/3 & 100/20 to 100/20			
and above as a result of the project	45	1	0

3.3 Describe the methodology used to determine the number of locations (e.g. number of meters, existing customers, address points)

We counted the homes and businesses underneath the polygon on our proposed service map by hand. We know that in this area of Truckee many people run businesses from home.

3.4 With respect to density, what is the average number of homes, businesses and institutions per square mile within the proposed service area?

The project area is a little less than a square mile, so density is slightly greater than 100 homes per square mile.

3.5 In terms of infrastructure installation, explain why this area was chosen for the grant and is unlikely to be served without grant funding. Include an explanation of terrain, population density, or other factors contributing to the overall cost of the project.

If necessary, provide any additional information on the grant area that may be helpful during the scoring process that was not asked on the application.

We chose this area for the grant because:

- 1. We have been getting many requests from this area for a long time
- 2. We know the area well and know we could service it, but the cost was too high
- 3. It's a relatively small area so
 - a. A great for a test of your grant process
 - b. Buildable in a short time-frame to show results pretty quickly
- 4. It is mostly primary home owners and many home-based businesses due to larger lot size
- 5. It is an older community that never had cable and is unlikely to ever get it since areas next to it have been developed but the cable company declined to build out this area at that time
- 6. Is partially DSL served but only speeds of less than 2mb/sec. Homes are now unable to sign up for DSL We qualified the whole area as unserved since homeowners cannot buy DSL now due to lack of availability
- 7. We believe all homes can be hit from a single new site as it's all relatively flat with a large hill next to
- 8. Won't be very expensive to provide service per home given all of these factors -- so a relatively efficient build cost.
- 9. Will have a very high take rate as these home owners can afford broadband and are moderately to very sophisticated users
- 10. The business model for us is not very good since we have to do a major upgrade to a backhaul link that will service this site. The Net profit after one year is shown on the Business Model spreadsheet and copied it here.

7110	7110	4110	7110	
\$1,233	\$1,233	\$1,233	\$1,233	
\$3,243	\$3,243	\$3,243	\$3,243	
\$3,077	\$3,077	\$3,077	\$3,077	
-\$1,000	-\$1,000	-\$1,000	-\$1,000	Cumulative Profit Year 1
\$2,077	\$2,077	\$2,077	\$2,077	\$11,883
		Т	otal Labor costs	\$59,660
	Without G	rant - Net cumulat	(\$47,777)	

We have been able to service a few of these customers from one of our sites but not well and only those with very tall trees. We started searching for a place to provide internet from but have not been able to find one and given the economics of the project gave up. This initiative will require an intensive effort to find an Extension site to service this area.

3.6 Anticipated Improvements Using the "Anticipated Improvements" table below, provide the *number* of households, businesses, and community institutions that will be able to receive improved broadband services as a result of the proposed project. Identify the speeds currently available for each type of location, using the ranges provided on the table, and the speeds that will be offered if the project is awarded grant funding.

To the extent possible, identify location types by household, business (including home-based business or telecommuter, farm, etc.) and community anchor institutions.

Anticipated I	mprovements						
	# of Passings	Speed Now	0/0*	<10/1	0/0	<10-1	
		Speed After Build	25/3	25/3	100/20	100/20	
	Households				90		10
	Businesses				1		
	Anchors						
* not includi	ng satellite and 40	i					

3.7 Include a description of the business model and plan to sustain operation of the network. Include estimated take-rate in grant area

See Spreadsheet Tab "Business Model"

4. Project Cost Analysis

A full project budget must be completed and attached as part of this application. Provide a summary in section 4.3 below.

See attached Exwire Nevada County Grant Spreadsheet, tabs "Equipment Budget" and "Labor Budget" for project budgets

4.1 What are the total eligible project costs?

Remember to figure in both time and expenses for the required local and state environmental reviews and permits.

\$105,799 is the total project budget \$4,210 are the ineligible costs \$101,589 are the eligible project costs Details are shown on the Budget and "Src & Use" tabs in the workbook

4.2 How much grant money are you seeking from the Nevada County Last-Mile Grant program for this project?

*up to 50% of the total broadband development cost is eligible to be reimbursed the county broadband grant, to a maximum of \$225,000. Points will be awarded to projects that leverage greater local match funding – more than 50% -- from alternative sources.

\$52,900

4.3 Fill out the PROJECT BUDGET TABLE below indicating the sources, uses, and amounts of all funds that will be used for eligible broadband development costs as defined in the guidelines. Use the recommended Use of Funds categories where possible, creating other categories where anticipated expenses do not fall within one of the recommended categories. Attach your full project budget to the grant application. Be sure to include a contingency for project completion.

See attached Exwire Nevada County Grant Spreadsheet, Tab "Source and Use" for Summary and tabs "Equipment Budget" and "Labor Budget" for detailed categories

4.4 Attach all written funding commitments from all project funding partners, including public, private, and non-profit or philanthropic sources.

See document in Folder called "Ritalia Approval Letter EXWIRE"

4.5 If the grant request was approved for	this project,	is the remainder	of the f	inancing	(the local
match) in place for building this project?					
		_			

[] NO, the local match funds are not yet in place. If funds are not secured yet, what is the process to secure the funds and what is the timeline in which they will be obtained?

[] YES, all of the local match is in place. If yes, you must attach evidence that local match funds secured.

It has not been approved yet.

4.6 Are there additional costs related to this project that are not eligible costs that will be incurred as part of the overall project costs for deploying broadband to this area? If yes, what are those costs?

No

4.7 Is this project part of a larger build for which the applicant is not requesting grant funds? Is there any additional relevant information regarding the investment in the area surrounding the grant project area?

If yes, please explain and/or attach proof of leveraged financing. (Attachment optional)

No

- 5. Financial and Governance Plan
- 5.1 Describe the need for funding from the Nevada County Last-Mile Grant fund and why the project could not proceed without this funding. Refer to your stand-alone financial plan/budget and demonstrate the financial model with and without grant funding. Be as specific as possible.

1st, We tried to find a site for this project previously and have not and have always tossed it to the back of the project pile. So, the time to find, negotiate and contract this site already spent is high and will be

significant. This work is high value and expensive and we don't have budget to work on "hard sites".

2nd, the way we have to service this site requires that one of our backhaul links get upgraded to a licensed link to have the capacity required on a six mile link where there is the potential for 5Ghz interference. The licensed link costs alone will be \$15,000.

3rd, on the bottom right of the business model spreadsheet there is a number called, "Without Grant - Net cumulative profit Year 1" which is shown as a negative number given the fully loaded model and financing costs for the equipment not provided in the grant. We have lots of projects that break even after a couple months.

We show the project losing \$47,777 in the first year of operation.

7110	7110	7110	7110	
\$1,233	\$1,233	\$1,233	\$1,233	
\$3,243	\$3,243	\$3,243	\$3,243	
\$3,077	\$3,077	\$3,077	\$3,077	
-\$1,000	-\$1,000	-\$1,000	-\$1,000	Cumulative Profit Year 1
\$2,077	\$2,077	\$2,077	\$2,077	\$11,883
		То	tal Labor costs	\$59,660
	Without G	rant - Net cumulati	ve profit Year 1	(\$47,777)

5.2 Provide an organizational chart, applicant's history including experience relevant to the proposed project, and an indication of readiness to build, manage, and operate the proposed broadband project. Include resumes of key officers and management personnel.

Devin Koch - Founder and CEO

Experienced Wireless Architect, Entrepreneur and Project Manager

Devin founded Exwire in 2003 from his home in Tahoe Donner after being frustrated with the lack of available Internet service. He raised funding, built the original team and proceeded to roll out wireless broadband as the first real source of internet for Tahoe Donner, Alpine Meadows, Squaw Valley, most of the communities around the Northwest shore of Lake Tahoe and eventually bought two additional companies expanding the company's reach to Auburn Colfax and Grass Valley area. Exwire continues to grow mostly through organic growth limited only by capital.

Devin has planned dozens of similar projects, many with much larger scope than the target project.

- Prior to Exwire Devin was a programmer and project manager for Andersen Consulting for 5 years.
- Devin was a management consultant in Telecommunications for Booz Allen & Hamilton Co before their acquisition. For three years he ran teams of 30+ consultants for clients like T-Mobile and Telliance Telecom who were both German Mobile carriers focusing on operations, finance and provisioning.
- Devin was a principal in a boutique marketing company in Connecticut called the The Atlantic Group, expanding it out to San Francisco in 1998 before starting his own consulting company and working with a dozen companies in the San Francisco Bay area until starting Exwire.
- Since founding Exwire, Devin has founded 3 additional companies and in 2015 sold a company he was a partner in that made Aerodynamic Wings for Semi-Trailers called ATDynamics to Stemco.

Jay Evans - Lead Field Technician

Jay is responsible for taking designs from Devin and making them real. He and Devin make final equipment choices and then Jay test and prep equipment on the bench and stage it before deploying it in the field which Jay also leads.

Don Arndt - Lead Field and Electrical Engineer

Don handles design documentation, engineering and electrical planning and installation. He has a 30 year career working in various roles from technician to CTO of several wireless companies.

Erik Ramirez - Field Technician

Erik is responsible for assisting Jay on Infrastructure builds and does customer installations

Lynzie Francis - Operations and Administration

Lynzie handles Customer Provisioning, Procurement, Reporting, Scheduling any many other operational/administrative tasks for Exwire and continues to increase her skill as an assistant project manager.

Exwire has a team of three Tower and Tree Climbers who provide installation services for our Infrastructure Sites and Customers. Hilton and Emily are employees and Henry is a contract climber.

This project and the required servicing of the customers after the project is exactly what Exwire does on daily basis. We are an ISP and are prepared to build, maintain, bill and support customers. We are experienced, competent and have been working very hard to improve our network reliability, customer service and expand to new communities. New technology made available in the last two years as shown on our Equipment plan has increased, reliability, capacity and tree penetrating capability to the point where now have a very small performance gap to cable Internet. We are able to deliver speeds of up to 100 mb/sec to a customer's home with new 4x4 Mimo technology from Cambium for the first time last year -- at a reasonable cost.

We recently built a system in Tahoe Vista using exactly the same hardware and last year built a system comprised of 3 sites using almost the same technology. We are experienced with all of the technologies that will be used in this project.

6. Community & Economic Development Impact

6.1 Describe the economic and community development potential of the project, including how the project will provide opportunities for existing business retention and expansion, new business attraction, increased jobs, and/or other expanded business and community opportunities such as improve public safety, health care delivery, service to economically distressed area, and improved educational access.

This community is comprised of larger lots. Many homes have out-buildings or in-laws. A very significant percentage of them run home-based businesses - excavation, construction, vehicle repair, accountants and vacation home rentals, real estate, high tech and property management are some that we know of.

I think the best description comes from the letter of reference written by one of our prospective customers in 6.3

6.2 Describe any partners or subcontractors associated with the project's deliverables related to deployment and service delivery. Please describe each party's role in the project. Please include copies of any applicable executed contracts or anticipated contractual language and/or insurance requirements.

None.

6.3 Attach evidence of community support for the project. This may include resident surveys, local government resolutions, and/or letters from residents, businesses, government officials, other stakeholders or the partners listed above. Note: the upcoming public comment period is not designed to extend the application period. Members of the public may comment during this time, but all community support intended for application must be included at time of submission. (Attachment required)

Customer Expressions of Support:

Very excited to hear you are pursuing the much needed grant for broadband expansion to the Prosser area residents. Most (if not all of us) have internet based or supported businesses. My personal business is short term vacation rentals. I have a licensed STR with Town of Truckee ...it's on my property. I have personally pulled it off the market this past year because lack of internet has made the economic value too low to be worth the effort and loss of privacy. The number one required amenity is internet. Without that - it's like camping but without the 's'mores'.

In addition, my STR business covers rentals in other areas and the lack of quality internet access has affected my home based rental business negatively. I have lost business as a result of regular slow or intermittent speeds and frequent service interruption that I have experienced with standard DSL. I am a long time member of VRBO and Homeaway featuring beach front rentals in Oceanside, Ca.

Both of my children attend public school in Truckee, and both of them have informed their teachers of the lack of reliable internet in our home with a request for educational accommodations when we cannot submit school work online.

In terms of public safety, we rely on telephone lines using the oldest technology to receive safety warnings or to reach public safety personnel. Modern warning system use internet based warnings. I am unable to run a security system on my property because I have insufficient internet access. Our area of Prosser has very limited cell service. Having high speed internet in our area will also improve safety on Prosser reservoir to tourists and recreational users.

With high speed internet I expect to be able to grow my home based business, thus contributing to town tax revenues—My children will benefit with reliable access to educational resources and we will be safer with better security for our residence.

Please approve this much needed request for expansion. Sincerely, Cynthia Bashford Sapphire Lane

She followed on with this:

----- Original Message ------

Subject: RE: Real Internet Project for Prosser / Pannonia

Date: 2019-12-06 09:07

From: Cynthia Bashford < vacationcondos@yahoo.com>

To: "prosser@oasisbroadband.net" oasisbroadband.net

Please add – that this may be our ONE and ONLY opportunity to upgrade the system before DSL is wiped out completely. It could be years before any company shows interest in spending the money to upgrade our internet access. As it is – I can barely function with my DSL line which is constantly – and I mean EVERY single day I have to reboot the modem because it goes down. I suspect that service is swapped around and that everyone is having to reboot as well. PLEASE PLEASE PLEASE APPROVE THIS ENHANCEMENT. Cynthia Bashford – Sapphire Lane

Sent from Mail [1] for Windows 10

Here is the second letter of support:

Original Message

Subject: RE: Real Internet Project for Prosser / Pannonia Ranchos Estates Date: 2019-12-06 06:02

From: Mark Tanner < Mark@marktannerconstruction.com >

To: "prosser@oasisbroadband.net" prosser@oasisbroadband.net, "prosser@oasisbroadband.com"

cprosser@oasisbroadband.com>

Dear County of Nevada Officials,

Most residents in the Prosser/Pannonia area have businesses and many have to rely on satellite and very slow DSL Internet connections. My personal business is Mark Tanner Construction, Inc. operates in Truckee but I do work from home every evening and on weekends. Without Internet, homes in this neighborhood are harder to sell, use and live in.

In addition, I am less productive in business as a result of regular slow or intermittent speeds and frequent service interruption that I have experienced with poor internet connectivity or lack of it here in Pannonia Ranchos Estates.

My children attend public school in Truckee, and at times we have to ask for accommodations when we cannot submit school work online and make school very frustrating when homework cannot be completed.

In terms of public safety, we rely on telephone lines using the oldest technology to receive safety warnings or to reach public safety personnel. Our area of Prosser has very limited cell service. Having high speed internet in our area will also improve safety on Prosser reservoir to tourists, and recreational users and in many cases allow us to rent our homes.

With high speed internet I expect to be able to grow my business even further, thus contributing to town tax revenues- My children will benefit with reliable access to educational resources and we will be safer with better security for our residence.

Please approve this much needed request for expansion.

thanks for your support,

President of Mark Tanner Construction, Inc.

Here is a third letter of recommendation

----- Original Message ------

Subject: RE: Real Internet Project for Prosser / Pannonia

Date: 2019-12-06 08:17

From: "Kim Harrigan" < kim@camcotruckee.com >

To: conser@oasisbroadband.net, conser@oasisbroadband.com

Hello,

I am the manager for the Pannonia Ranchos Association. After receiving the original email from you on December 2, the Board decided to add this topic to the agenda of their next meeting. However, their meeting is scheduled for Wednesday, December 12. Do you need to submit the application tomorrow? I'm not sure if I'll have much more following the meeting but they may decide to notify all of the members to try to get more participation. Please let me know.

Thank you,

Kim Harrigan CAMCO - Property Manager, CCAM 40165 Truckee Airport Road #304 Truckee, CA 96161 Office: (530) 587-3355

Fax: (530) 587-3337

kim@camcotruckee.com

Here is a list 15 customers who have expressed an interest in the service and presumably would sign up quickly.

jacklyn.wells@gmail.com kim@camcotruckee.com tonysab152@gmail.com justinsmithconstruction@gmail.com ryoder@truckeeinfo.com dcoates@sierrasmarthomes.com jnsritchie@telis.org vacationcondos@yahoo.com jacqsand@yahoo.com jnwholey@yahoo.com pbach@sacheart.com cheller@parallax.com lauracryan63@gmail.com nexmex007@gmail.com matt.furry@resun8.com anniecostamagna4@gmail.com Mark@marktannerconstruction.com lauracryan63@gmail.com

More details on the owners of these e-mail addresses provided upon request.

Project Proposal Financial Details

Truckee Prosser Equal Access Schedule						202	0											20	21					
	1	2	3	4	5	6	7	8	9	0	1	2	1	2	3	4	5	6	7	8	9	0	1	2
Negotiation																								
With																								
Owner		Ν	Ν																					
Design and																								
Permit				D	D																			
Build					В	В																		
Test						T																		
Launch							L																	

Prosser						
				Community	Homes in the	
	Passings Tally Sheet	Households	Businesses	Institutions	area	
	Currently UNSERVED					
	Number of passings					
	expected to improve					
	to at least 25/3 as a					
	result of the project	90	0	0	left side prosser	26
	Currently					
	UNDERSERVED					
	Number of passings					
	expected to improve					
	from between 25/3					
	& 100/20 to 100/20				dalah ada af	
	and above as a result	10	1	0	right side of	20
	of the project	10	_	0	prosser	20
	* Many of these home		ii businesses i	n this area	autar adaa	
		nymore in			_	24
	tins community					54
					_	15
					raillioilla	_
	** DSL is not offered a this community		ii busiiiesses i	ii tiiis area	outer edge Pannonia inner edge of Pannonia	34 15 95

Anticipated Improvemen	nts					
# of Passings	Speed Now Speed After Build	0/0* 25/3	<10/1 25/3	0/0 100/20	<10-1 100/20	
Households				9)	10
Businesses					1	
Anchors						

^{*} not including satellite and 4G

First Year Business Model			Mb/sec	
	Exwire Services	Unit Cost	DN	UP
Revenue	HC (HomeConnect) 5G+	\$65	10	1
	HC Plus 5G+	\$85	20	2.5
	PH - Stream 5G+	\$95	50	5
	PH - Stream HD 5G+	\$115	100	20

Operating Costs	Description	Unit Cost	Unit
	Bandwidth	\$10	Sub
	Billing costs	\$3	Sub
	Credit card fees	3%	% Rev
	Support costs	\$4.5	Sub
	Backhaul links Maintenance	\$4,500.00	mixed
	Backhaul Links improvement*	\$8,200	5 year
	Site Rental	\$200	month
	Site maintenance	\$3,500	mixed
	Site Improvement*	\$7,100	5 year
	Company overhead	\$200	Sub/yr

Labor			Jok	1	Job	2	Job	3
	Phase	Cost	Hours	Rate	Hours	Rate	Hours	Rate
	Site Identification (spent)	\$4,210	34	\$85	11	\$75	11	\$45
	Site ID/negotiation/contract (reqd)	\$4,150	40	\$85	10	\$75		
	2x Backhaul and AP Site Designs	\$1,020	4	\$105	8	\$75		
	Internal Truckee/FCC Permit							
	Work	\$2,250	20	\$105			5	\$30
	Town of Truckee Facilitator	\$2,250	15	\$150				
	Project Tracking & Reporting	\$1,800	60	\$30				
	Procurement	\$870	4	\$105			15	\$30
	Backhaul Sites Pre-build	\$2,010	2	\$105	24	\$75		
	Main AP Site Pre-build	\$1,410	2	\$105	16	\$75		
	Backhaul S1 & S2 Build	\$2,685	2	\$105	24	\$75	15	\$45
	Main Site Build	\$4,560	2	\$105	40	\$75	30	\$45
	Site Test/Beta Deployment	\$1,095	1	\$55	8	\$75	8	\$55
	75 Customer Site Installations	\$31,350	300	\$55	280	\$45	75	\$30

Product/Service	Unit	Unit Cost	Total Cost
S1-S2 Backhaul Licensed Radio Pair	1	\$10,000	\$10,000
S1-S2 Backhaul Antennas/Equip Pair	1	\$2,600	\$2,600
FCC License Coordination	1	\$2,100	\$2,100
S2-S3 Backhaul Radio Pair	1	\$3,500	\$3,500
S2-S3 Backhaul Antenna/Equip Pair	1	\$1,100	\$1,100
S3 LTE 3.65 Base station	1	\$4,500	\$4,500
S3 LTE 3.65 Antenna/Equip	1	\$1,200	\$1,200
S3 5Ghz Mimo Base Station	1	\$1,000	\$1,000
S3 5Ghz Mimo Base Antenna/Equip	2	\$400	\$800
S1& S3 Site box, Power Supply &			
Batts	2	\$2,100	\$4,200
S1 / S3 Switch	2	\$280	\$560
Gateway	1	\$510	\$510
		Sum of Leasable	
		Costs	\$32,070

Note: S1 = Site 1, S2= Site 2 and S3 = Site 3

Non Leasable Costs			
Truckee Site Permitting Process	1	\$5,000	\$5,000
Contingency for unforseen			
circumstances	1	\$4,000	\$4,000
Marketing Labor	18	\$120	\$2,160
Marketing Materials	1	\$1,100	\$1,100
Minor Equipment Budget		see details sheet	\$1,809
		Sum of Non-Leasable	
		Costs	\$14,069
		Total Equipment and	
		Services	\$46,139

Router - customer Asus	1	\$60
Primus CAT5 Cable C5CMXT-416BK	1000	\$280.00
Wiegmann Cabinet RHC161206 NEMA 3R	1	\$106.19
AC Breaker 15 Amp	1	\$4.14
Ground rod	2	\$24.86
Plumbers Tape 100 ft	2	\$27.96
Tree screws for tape	20	\$86.00
Cabinet grounding lug	2	\$2.74
Grounding wire #4 Ga	12	\$105.12
Ground rod clamp	4	\$17.44
DC wire RED 10 Ga THHN 100 ft	1	\$27.98

DC wire BLK 10 Ga THHN 100 ft	1	\$27.98
Flexible conduit 1"	400	\$426.67
Wood 2x4 sealed	4	\$67.92
Metal Flex conduit 1"	3	\$4.23
DC cable lightning prot - L-COM	2	\$170.58
Lag bolts 4"	12	\$11.76
Metal conduit fittings 1"	2	\$8.28
Plastic conduit fittings 1"	20	\$52.80
Tree conduit clamps 1" - 4 pack	4	\$6.20
Lag bolts 1.5" box	1	\$21.28
CAT5 connectors RJ45 shielded	10	\$18.20
Screws-wood 2" outdoor box	1	\$8.47
Scews-metal sheet .75" box	1	\$12.37
Cambium Tree Mount (2 standoffs+1.5"		
pole)	1	35
Radio - antenna mounts	4	100
Mounting Wing	1 _	95
		\$1,809