

MEMORANDUM OF UNDERSTANDING NO. A-8682
BETWEEN
PERSONAL NETWORK COMPUTING, INC. D/B/A VALLEY INTERNET (“VI”)
AND
NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
RELATED TO VI’S FUTURE APPLICATION(S) FOR GRANT FUNDS
ADMINISTERED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION
(“CPUC”) AND/OR OTHER STATE AND FEDERAL GRANT FUNDING
AUTHORITIES FOR BROADBAND INFRASTRUCTURE AND SERVICE
DEPLOYMENT TO UNSERVED AND UNDERSERVED AREAS IN NAPA COUNTY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is entered into this _____ day of _____, 2024, by and between Personal Network Computing Inc. D/B/A Valley Internet, a California corporation whose address is 4160 Suisun Valley Rd E-712, Fairfield, CA, 94534 (hereinafter “VI”) and Napa County, a political subdivision of the State of California whose address is 1195 Third Street, Suite 310, Napa, CA 94559 (hereinafter “County”). VI and County may individually be referred to as a “Party” or, collectively, as “Parties”.

WITNESSETH, THAT:

WHEREAS, the California Public Utilities Commission, as well as other State and Federal agencies, offer multiple grant programs for the funding of broadband deployment projects, in particular the Broadband Infrastructure Account program;

WHEREAS, VI has substantial experience designing, building and operating broadband networks and may be eligible to receive grant funding for broadcast deployment projects in Napa County;

WHEREAS, the Parties are committed to closing the digital divide within the County;

WHEREAS, the County is able to provide a letter of support or endorsement for inclusion in VI’s applications for grant funds (collectively, the “Applications”) to be submitted to the CPUC and/or other State and Federal grant funding authorities;

WHEREAS, the parties desire to enter into a non-exclusive agreement which sets forth the conditions upon which the County will provide a letter(s) of support or endorsement for inclusion in the Applications;

WHEREAS, VI will be the named applicant for the Applications; and

WHEREAS, VI will prepare and County will approve the Applications, which shall be submitted to the CPUC and/or other State and Federal grant funding authorities on or before the application deadline(s),

NOW, THEREFORE, the Parties agree as follows:

1. VI shall:

- a. Meet with the County to agree upon the selection of the County's designated priority area(s) to be the subject of the Applications, based upon the priority areas' long-term economic viability, and agree upon the selection of technology or technologies suitable to serve those areas.
 - i. Any technology selected shall meet the requirements of the grant fund being applied for.
- b. Meet with the County to discuss grant funding opportunities.
- c. Make commercially reasonable efforts to timely submit the Applications as the named applicant by the application deadline.
- d. Agree to the payment of California prevailing wages for contract labor, if required by the grant funding authority, and maintenance of insurance coverage as required by the funding project.
- e. Prepare and provide the County sufficient time to review and approve the Applications.
- f. If funds are awarded based on the Applications:
 - i. Adhere to all commitments made in the grant application and to materially comply with the terms and conditions of the grant.
 - ii. Assume all risks and responsibilities for designing, building operating and maintaining the broadband network.
 - iii. Provide Napa County with progress reports quarterly or as frequently as otherwise mutually agreed, and notify Napa County promptly of any project delays or developments.
 - iv. Use commercially reasonable efforts to complete the project(s) pursuant to the grant with awarded funds, and supplemented, if necessary, with VI's own, private capital without funding support from Napa County.

2. The County shall:

- a. Meet with VI to agree upon the selection of the County's designated priority area(s) to be the subject of the Applications, based upon the priority areas' long-term economic viability, and agree upon the selection of technology or technologies suitable to serve those areas.

- i. Any technology selected shall meet the requirements of the grant fund being applied for.
- b. Meet with VI to discuss grant funding opportunities.
- c. Provide timely review and input on the Applications upon request from VI.
- d. Provide letter(s) of support or endorsement for inclusion in Applications which align with the outcomes and approaches agreed upon in the meeting(s) described in 2.a, above and which reflect any critical County input provided pursuant to 2.c, above.
- e. Not provide any direct financial support. However, County may suggest additional grant funding opportunities that might be utilized as supplemental or matching funds for the identified project(s).
- f. Make reasonable efforts to prevent delays in the review and response to any permit applications submitted to the County by VI for projects funded by grants pursuant to this MOU.

3. Term.

The term of this MOU shall commence on the date first above written and shall continue to the later of:

- a. one year from that date first written above, or
- b. receipt of official notification(s) of denial of the grant funding application(s) if greater than one year, or
- c. the expiration of the term of any grant(s) awarded from the Applications.

4. Termination.

- a. This MOU may be terminated by either Party at any time, upon sixty (60) days' written notice to the other.
- b. If either Party defaults in its performance, the non-defaulting Party shall promptly notify the defaulting Party in writing. If the defaulting Party fails to cure a default within thirty (30) days after notification or if the default requires more than thirty (30) days to cure and the defaulting Party fails to commence to cure within such thirty (30) day period, the non-defaulting party may terminate this MOU.

5. Notices.

Any notice to be given under this MOU shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid, via certified mail, and shall be deemed delivered when it is mailed to VI or County and addressed as follows:

VI: Valley Internet, Inc.
Attn: Ofer Tenenbaum, Chief Executive Officer
4160 Suisun Valley Rd E-712
Fairfield, CA, 94534

County: County of Napa, Information Technology Services
Attn: Jon Gjestvang, Chief Information Officer
650 Imperial Way, Suite 201
Napa, CA, 94559

6. California Law.

This MOU shall be subject to and construed in accordance with the laws of the State of California.

7. Amendments.

This MOU may be modified or amended only by a written amendment hereafter entered into between the Parties and signed and dated by both.

8. Severability.

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason. Such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

9. Complete agreement.

This MOU constitutes the full and complete agreement of the Parties with respect to the subject matter hereof.

10. Counterparts.

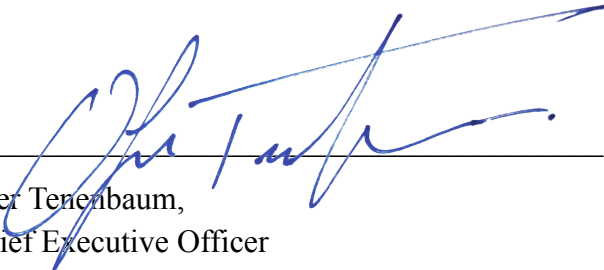
This MOU may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

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IN WITNESS WHEREOF, this MOU was executed by the Parties hereto as of the date first above written.

PERSONAL NETWORK COMPUTING, INC. D/B/A
VALLEY INTERNET, a California corporation

By 
Ofer Tenenbaum,
Chief Executive Officer
“VI”

NAPA COUNTY, a political subdivision of the State of
California

By _____
JOELLE GALLAGHER,
Chair of the Board of Supervisors
“County”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>September 20, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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