



# RESOLUTION No. 21-141

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING THE AWARD OF \$500,000 FOR THE "LAST-MILE BROADBAND GRANTS PROGRAM", AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE GRANT AGREEMENTS WITH FOUR AWARDEES, AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE INFORMATION AND GENERAL SERVICES ADMINISTRATION FISCAL YEAR 2020/21 BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Nevada County Board of Supervisors made Broadband a 2021 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;"* and

WHEREAS, expediting access to the internet for all residents is a priority, the Board established the "Last-Mile Broadband Grant Program" in 2019, which is funded with Transient Occupancy Tax (TOT) dollars intended to promote economic development, and in April 2020, the Board awarded \$52,900 to Exwire, Inc. (dba Oasis Broadband), Resolution 20-147, and \$124,209 to Nevada County Fiber, Resolution 20-148, in the grant's initial round, and both projects are on schedule to be completed by June 2021; and

WHEREAS, the Nevada County Board of Supervisors, at their January 2021 Board Workshop, approved \$250,000 to fund the second round of the Last-Mile Broadband Grants Program and allocated another \$250,000 from the PG&E Settlement Funds for a total of \$500,000 for FY 20/21; and

WHEREAS, the County's Broadband Work Group, working with the Sierra Business Council, who has a Professional Services Agreement with the County of Nevada, Resolution 20-283, sought applications from internet service providers (ISP) to support distance learning, remote working, and tele-medicine; and

WHEREAS, the Sierra Business Council and County staff conducted a competitive application process and identified four applications for recommendation to the Board of Supervisors for final approval and award.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that:

1. The evaluation panel's recommendations to award \$500,000 in "Last-Mile Broadband Grants" are hereby approved as follows:
  - a. Nevada County Fiber, Inc., in the amount of \$113,000
  - b. Northern Sierra Broadband, in the amount of \$120,000
  - c. Exwire, Inc. (dba Oasis Broadband), in the amount \$62,000
  - d. Spiral Fiber, Inc., in the amount of \$205,000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the four individual Grant Agreements by and between the County of Nevada and Nevada County Fiber, Inc. for \$113,000, Northern Sierra Broadband for \$120,000, Exwire, Inc. (dba Oasis Broadband) for \$62,000, and Spiral Fiber, Inc. for \$205,000 for the project term listed in the grant agreements, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors is hereby authorized to execute the Grant Agreements on behalf of the County of Nevada, and directs the Auditor-Controller to release funds in the amount of \$250,000 from the Economic Development Infrastructure Assignment and \$250,000 from the Unassigned General Fund and to amend the Information and General Service Administration Fiscal Year 2020/21 Budget as follows:

Increase:  
0101-11003-531-1000 / 521520                      \$500,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of April, 2021, by the following vote of said Board:

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

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

4/27/2021 cc:

IGS\*  
AC\*(hold)

10/5/2021 cc:

IGS\*  
AC\*(release)  
Spiral Fiber, Inc.\*

8/12/2022 cc:

IGS\*/2022 cc:  
AC\*(release)  
NSBB\*  
OASIS\*

IGS\*  
AC\*(release)  
NCFiber\*

**NEVADA COUNTY LAST-MILE BROADBAND GRANT PROGRAM  
FY 2021/22 GRANT AGREEMENT**

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**THIS GRANT AGREEMENT (“Agreement”)** is made and entered into as of the 14<sup>th</sup> day of September 2021 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and Spiral Fiber, Inc. (“ORGANIZATION”) and is effective as of September 14, 2021 (“Effective Date”).

**RECITALS:**

- A.** The Nevada County Board of Supervisors adopted Resolution 18-324 supporting broadband expansion; and in 2021 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 \$250,000 to fund the second round of the Last-Mile Broadband Grants Program and allocated another \$250,000 from the PG&E Settlement Funds for a total of \$500,000 for FY 20/21.
- 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 20/21 and FY 21/22 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 \$205,000 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 12 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 an established "Fee Schedule" tied to agreed upon deliverables (see Exhibit B) 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," ORGANIZATION'S "Last-Mile" grant application, and in the estimated amounts set forth in Exhibit "A". 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 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 as noted above.
  - c. ORGANIZATION shall submit to PROJECT ADMINISTRATOR and COUNTY in-progress invoices for reimbursement as the "Logical Network Design and Baseline Engineering Drawings" scope of work is completed, and not exceed any amounts remaining, as allocated in this agreement, in the Information General Services Administration Budget, within thirty (30) days after the PROJECT ADMINISTRATOR and COUNTY has approved payment. The final reimbursement request shall comply with all requirements and conditions set forth 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 due to 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.

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. In such case as the ORGANIZATION is unable to provide fiber to the home (FTTH) internet connections to approximately 300 households as described in Exhibit A, by December 31, 2023, then all work products funded by this AGREEMENT, specifically the "Logical Network Design and Baseline Engineering Drawings," will be transferred to the COUNTY.
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 procure and maintain a policy of insurance.
8. Organization shall procure 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 no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this PROJECT/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$300,000** per accident for bodily injury and property damage.
  - (iii) **Workers' Compensation insurance** Contractor affirms under penalty of perjury they are independent and without employees. Contractor affirms they carry health insurance policy, healthcare service plan, or disability insurance covering contractor for bodily injury or disease. Contractor further agrees to waive all rights to workers' compensation benefits for any accident for bodily injury or disease. Contractor hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said contractor may acquire against the county by virtue of the payment of any loss under such insurance.

- (iv) If the Organization maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**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 covered as additional insureds** on the CGL policy with respect to liability 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 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 insurance shall be primary** insurance primary 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** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** 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 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.
- (v) **Sole Proprietors** If Organization is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Organization shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (v) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Organization to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. **(Note – all deductibles and self-insured retentions must be discussed with Risk, and may be negotiated)**
- (vi) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (vii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claimsmade policy form with a Retroactive Date**, prior to the contract effective date, the Organization

must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

- (viii) **Verification of Coverage** Organization shall furnish the County with 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 County before work begins. 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. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors** Organization shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Organization shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (x) **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.
- (xi) **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 following form with all other applicable policies used to meet these minimum requirements. 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.
- (xii) **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.
- (xiii) **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.
- (xiv) **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 firm, 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 to design, make purchases for, construct and/or install 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. 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.
15. 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 section.

<u>To PROJECT Administrator:</u>	<u>To County:</u>	<u>To Organization:</u>
Kari Sinoff Sierra Business Council P.O. Box 2428 Truckee, CA 96160 (530) 562-4992 <a href="mailto:ksinoff@sierrabusiness.org">ksinoff@sierrabusiness.org</a>	Elise Strickler Information General Services 950 Maidu Avenue, Suite 130 Nevada City, CA 95959 (530) 265-1705 <a href="mailto:Elise.Strickler@co.nevada.ca.us">Elise.Strickler@co.nevada.ca.us</a>	John Paul CEO, Spiral Fiber, Inc. 100 N. Pine Street, Suite C Nevada City, CA 95959 (530)802-0069 x701 <a href="mailto:john@spiral.com">john@spiral.com</a>

16. 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.



17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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

By: *K.L. Elliott*  
K.L. Elliott (Oct 5, 2021 08:50 PDT)

COUNTY OF NEVADA

By: *Dan Miller*  
Dan Miller (Oct 4, 2021 14:17 PDT)  
 Honorable Dan Miller  
 Chair, of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: *John Paul*  
John Paul (Sep 22, 2021 15:24 PDT)  
 John Paul, CEO  
 Spiral Fiber, Inc.

**Exhibits**

- A. Scope of Work
- B. Fee Schedule and Deliverables/milestones

## Exhibit A

### Scope of Work

ORGANIZATION shall complete the PROJECT, “Logical Network Design and Baseline Engineering Drawings,” as part of the critical pre-development work needed to advance the larger “95959 North Bloomfield - Lake Vera Purdon Fiber Project” described below.

**Name:** 95959 North Bloomfield - Lake Vera Purdon Fiber Project

**Summary:** Provide underground fiber to the home (FTTH) to approximately 300 households.

**Technology:** 100% fiber optic open-access ready and 10 Gigabit ready network using XGS-PON technology and Calix equipment.

**Proposed network design:** Due to the Tier 3 wildfire danger status in this part of western Nevada County, the network will be built all-underground. XGS-PON technology coupled with the network’s design will result in no electronics in the field which will result in no network outages during PSPS events or general power outages. This project is part of a larger build that collectively will leverage the Vast Networks middle-mile project by leasing 41 miles of dark fiber and providing redundant backhaul for the Spiral Fiber network.

**Proposed Service Area:** The 6.92 square mile service area is located north of the Nevada City city limits in an unincorporated part of Nevada County. It will serve the communities and roadways that are located off of Lake Vera Purdon Road and North Bloomfield Road which are the main arteries in the project area.

#### Anticipated Improvements:

# of Passings:	Speed Now:	Speed After Build:
Households: 380	1.5 - 6.0 Mbps / < 1Mbps	1 Gbps symmetrical
Businesses: 10	1.5 - 6.0 Mbps / < 1Mbps	1 Gbps symmetrical
Community Anchor Institutions: 0	1.5 - 6.0 Mbps / < 1Mbps	1 Gbps symmetrical
Total: 390		

## Exhibit B

### Deliverables and Payment Schedule

**Name:** Spiral Fiber, Inc.

**Project:** 95959 North Bloomfield - Lake Vera Purdon Fiber Project

The ORGANIZATION shall submit invoices to COUNTY and PROJECT ADMINISTRATOR that include expenses limited to the PROJECT, "Logical Network Design and Baseline Engineering Drawings" only, in an amount not to exceed \$205,000, and that the work be completed by March 1, 2022.

Final payment will be made when the COUNTY receives all work products from ORGANIZATION in encrypted electronic format. COUNTY will hold work products in confidence until December 31, 2023 or until the "95959 North Bloomfield - Lake Vera Purdon Fiber Project" (to provide underground fiber to the home to approximately 300 households) is completed, whichever comes first. At which point, work products will be destroyed or retained as COUNTY property depending on PROJECT completion status.

The ORGANIZATION will notify the COUNTY when the designated fiber-to-the-home connections as described in the PROJECT are completed. At that time, the COUNTY will approve that completion, and notify the ORGANIZATION that all work products have been destroyed.

#### **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 30 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.

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.

**Signature:** Caitlin McBride  
Caitlin McBride [Sep 22, 2021 16:57 PDT]

**Email:** caitlin.mcbride@co.nevada.ca.us

**NEVADA COUNTY LAST-MILE BROADBAND GRANT PROGRAM  
FY 2021/22 GRANT AGREEMENT**

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**THIS GRANT AGREEMENT (“Agreement”)** is made and entered into as of the 1<sup>st</sup> day of October 2021 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and Northern Sierra Broadband. (“ORGANIZATION”) and is effective as of October 1<sup>st</sup> 2021 (“Effective Date”).

**RECITALS:**

- A.** The Nevada County Board of Supervisors adopted Resolution 18-324 supporting broadband expansion; and in 2021 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 \$250,000 to fund the second round of the Last-Mile Broadband Grants Program and allocated another \$250,000 from the PG&E Settlement Funds for a total of \$500,000 for FY 20/21.
- 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 20/21 and FY 21/22 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 \$120,000 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 18 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 an established "Fee Schedule" tied to agreed upon deliverables (see Exhibit B) 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," ORGANIZATION'S "Last-Mile" grant application, and in the estimated reimbursement amounts set forth in Exhibit "B". 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 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 as noted above.
  - c. ORGANIZATION shall submit to PROJECT ADMINISTRATOR and COUNTY in-progress invoices for reimbursement eligible labor and equipment as defined in the applications budget and the scope of work completed, and not to exceed any amounts remaining, as allocated in this agreement, in the Information General Services Administration Budget, within thirty (30) days after the PROJECT ADMINISTRATOR and COUNTY has approved payment. The final reimbursement request shall comply with all requirements and conditions set forth 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 due to 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.

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 procure and maintain a policy of insurance.
8. ORGANIZATION shall procure 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 no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this PROJECT/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$300,000** per accident for bodily injury and property damage.
  - (iii) **Workers' Compensation insurance** Contractor affirms under penalty of perjury they are independent and without employees. Contractor affirms they carry health insurance policy, healthcare service plan, or disability insurance covering contractor for bodily injury or disease. Contractor

further agrees to waive all rights to workers' compensation benefits for any accident for bodily injury or disease. Contractor hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said contractor may acquire against the county by virtue of the payment of any loss under such insurance.

- (iv) If the ORGANIZATION maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the ORGANIZATION. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**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 covered as additional insureds** on the CGL policy with respect to liability 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 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 insurance shall be primary** insurance primary 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** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** 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 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.
- (v) **Sole Proprietors** If ORGANIZATION is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. ORGANIZATION shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (v) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the ORGANIZATION to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. **(Note – all deductibles and self-insured retentions must be discussed with Risk, and may be negotiated)**
- (vi) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (vii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims made policy form with a Retroactive Date**, prior to the contract effective date, the ORGANIZATION must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.
- (viii) **Verification of Coverage** ORGANIZATION shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. 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. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors** ORGANIZATION shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ORGANIZATION shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
  - (x) **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.
  - (xi) **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 following form with all other applicable policies used to meet these minimum requirements. 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.
  - (xii) **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.
  - (xiii) **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.
  - (xiv) **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 to design, make purchases for, construct and/or install 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. 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.
15. 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 section.

<u>To PROJECT Administrator:</u>	<u>To County:</u>	<u>To ORGANIZATION:</u>
Kari Sinoff Sierra Business Council P.O. Box 2428 Truckee, CA 96160 (530)562-4992 <a href="mailto:ksinoff@sierrabusiness.org">ksinoff@sierrabusiness.org</a>	Elise Strickler Information General Services 950 Maidu Avenue, Suite 130 Nevada City, CA 95959 (530) 265-1705 <a href="mailto:Elise.Strickler@co.nevada.ca.us">Elise.Strickler@co.nevada.ca.us</a>	Michael Anderson Founder/Director (530)902-3549 <a href="mailto:mikea@clientworks.com">mikea@clientworks.com</a>

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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

By: *K.L. Elliott*  
K.L. Elliott (Aug 11, 2022 11:53 PDT)  
 \_\_\_\_\_  
 08/11/2022

COUNTY OF NEVADA

By: *Sue Hoek* 08/10/2022  
Sue Hoek (Aug 10, 2022 13:16 PDT)  
 \_\_\_\_\_  
 Honorable Sue Hoek  
 Chair, of the Board of Supervisors

ATTEST:

By: *Julie Patterson Hunter*  
 Julie Patterson Hunter 08/10/2022  
 Clerk of the Board of Supervisors

CONTRACTOR:

By: *Michael Anderson* 02/27/2022  
Michael Anderson (Feb 27, 2022 16:30 PST)  
 Michael Anderson, Founder/Director  
 Northern Sierra Broadband

**Exhibits**

A. Scope of Work

B. Fee Schedule and Deliverables/milestones

## Exhibit A

### Scope of Work

ORGANIZATION shall complete the PROJECT, "Complete delivery of fiber optic to 35 homes connections in the service area comprised of Buck Mountain Road, Oak Drive, Arianna Court, Mountain View Court, Sunset View Court, and Mountain Park Court, as further described in the grant application as attached.

**Name:** Buck Mountain-Oak-Arianna FTTH Project

**Summary:** Install fiber optic connection and broadband service to 35 homes

**Technology:** Single-mode 100% Fiber to the Premise technology utilizing underground and aerial fiber. EntryPoint Networks will be providing the SD-WAN Open Access layer software to administer O&M, G&M, and a menu for Northern Sierra Broadband customers to subscribe to plans for data, VoIP, video, home security, and other services, that are available

**Proposed network design:** The project will be 75% underground, with an Active Ethernet topology and fuel cell backup power at the cabinets and environmental distribution centers (EDCs) to provide a minimum of 72-hour uptime capability during power outages. The POP (point of presence) will be located in a secure cabinet enclosure at 10926 Oak Drive, Grass Valley (see map above). The underground portions of the network will mostly use existing conduit that was installed in the neighborhoods for a cable company that never materialized. Six of the 35 homes will have new underground conduit installed on private property with deeded easements. Above ground service loops are planned on Oak Dr. due to the difficult terrain, and because AT&T is interest in supplying the service fiber on poles to access Arianna Court.

**Proposed Service Area:** The service area comprises Buck Mountain Road, Oak Drive, Arianna Court, Mountain View Court, Sunset View Court, and Mountain Park Court. Other 3 NSB Confidential neighborhoods in the immediate vicinity have learned about this project and are asking to be added to the service area in a potential Phase II.

#### Anticipated Improvements:

# of Passings:	Speed Now:	Speed After Build:
Households: (10) (25)	<10/1 mbps <25/3 mbps	100/20 mbps 100/20 mbps
Businesses (in home): *(2) *(8) * Represented as Households above	<10/1 mbps <25/3 mbps	100/20 mbps 100/20 mbps
Community Anchor Institutions: (0)	N/A	N/A

## Exhibit B

### Deliverables and Payment Schedule

**Name:** Northern Sierra Broadband

**Project:** Buck Mountain-Oak-Arianna FTTH

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 \$120,000, which will be submitted in three phases as set forth below.

Deliverables	Amount Reimbursed	Estimated Date
No. 1 – Completion of H-Frame construction and turn-up of AT&T ADI Circuit	\$40,000.00	January 2022
No. 2 – Completion of first 10 fiber-to home connections	\$40,000.00	April 2022
No. 3 – Completion of final fiber-to home connections	\$40,000.00	September 2022
Total Reimbursement	\$120,000.00	

### Reimbursement Documentation and Reporting

Upon the completion of each project phase, ORGANIZATION shall submit an invoice to County and Project Administrator that includes documentation for all eligible costs. ORGANIZATION shall provide a summary report that includes the following sections:

- Project Phase Invoice:** All invoices shall include a breakdown of total eligible project phase 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.
- Project Phase Narrative:** This section shall provide a narrative on the work completed for the invoiced project phase.
- 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 30 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. 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.

4. **Project Completion and Final Financial Reporting:** This section shall provide detailed financial documentation on the overall project 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. This shall be submitted within 15 days of the final invoice submission.
  
5. **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 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](mailto:Elise.strickler@co.nevada.ca.us)

Project Administrator:

Attn: Kari Sinoff

Sierra Business Council

P.O. Box 2428

Truckee, CA 96160

[ksinoff@sierrabusiness.org](mailto:ksinoff@sierrabusiness.org)

**NEVADA COUNTY LAST-MILE BROADBAND GRANT PROGRAM  
FY 2021/22 GRANT AGREEMENT**

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**THIS GRANT AGREEMENT (“Agreement”)** is made and entered into as of the 29 day of September 2021 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and Oasis Broadband (“ORGANIZATION”) and is effective as of September 29, 2021 (“Effective Date”).

**RECITALS:**

- A. The Nevada County Board of Supervisors adopted Resolution 18-324 supporting broadband expansion; and in 2021 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 \$250,000 to fund the second round of the Last-Mile Broadband Grants Program and allocated another \$250,000 from the PG&E Settlement Funds for a total of \$500,000 for FY 20/21.
- 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 20/21 and FY 21/22 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 \$62,000 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 18 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 an established "Fee Schedule" tied to agreed upon deliverables (see Exhibit B) 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," ORGANIZATION'S "Last-Mile" grant application, and in the estimated amounts set forth in Exhibit "B". 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 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 as noted above.
  - c. ORGANIZATION shall submit to PROJECT ADMINISTRATOR and COUNTY in-progress invoices for reimbursement eligible labor and equipment as defined in the applications budget and the scope of work completed, and not to exceed any amounts remaining, as allocated in this agreement, in the Information General Services Administration Budget, within thirty (30) days after the PROJECT ADMINISTRATOR and COUNTY has approved payment. The final reimbursement request shall comply with all requirements and conditions set forth 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 due to 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.

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 procure and maintain a policy of insurance.
8. Organization shall procure 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 no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this PROJECT/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$300,000** per accident for bodily injury and property damage.

- (iii) **Workers' Compensation insurance** Contractor affirms under penalty of perjury they are independent and without employees. Contractor affirms they carry health insurance policy, healthcare service plan, or disability insurance covering contractor for bodily injury or disease. Contractor further agrees to waive all rights to workers' compensation benefits for any accident for bodily injury or disease. Contractor hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said contractor may acquire against the county by virtue of the payment of any loss under such insurance.
- (iv) If the Organization maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**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 covered as additional insureds** on the CGL policy with respect to liability 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 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 insurance shall be primary** insurance primary 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** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** 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 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.
- (v) **Sole Proprietors** If Organization is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Organization shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Organization to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. **(Note – all deductibles and self-insured retentions must be discussed with Risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claimsmade policy form with a Retroactive Date**, prior to the contract effective date, the Organization must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (viii) **Verification of Coverage** Organization shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. 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. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors** Organization shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Organization shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (x) **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.
- (xi) **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 following form with all other applicable policies used to meet these minimum requirements. 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.
- (xii) **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.
- (xiii) **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.
- (xiv) **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 firm, 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 to design, make purchases for, construct and/or install 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. 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.
15. 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 section.

<u>To PROJECT Administrator:</u>	<u>To County:</u>	<u>To Organization:</u>
Kari Sinoff Sierra Business Council P.O. Box 2428 Truckee, CA 96160 (530)562-4992 <a href="mailto:ksinoff@sierrabusiness.org">ksinoff@sierrabusiness.org</a>	Elise Strickler Information General Services 950 Maidu Avenue, Suite 130 Nevada City, CA 95959 (530) 265-1705 <a href="mailto:Elise.Strickler@co.nevada.ca.us">Elise.Strickler@co.nevada.ca.us</a>	Devin Koch, CEO Oasis Broadband (415)294-0072 11415 Donner Pass Rd., Unit 10449 Truckee, CA 96162

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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

By: *K.L. Elliott*  
K.L. Elliott (Dec 13, 2021 10:44 PST)

COUNTY OF NEVADA

By: *Dan Miller*  
Dan Miller (Dec 8, 2021 11:09 PST)  
Honorable Dan Miller  
Chair, of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: *Devin Koch*  
Devin Koch (Nov 15, 2021 13:51 PST)  
Devin Koch, CEO  
Oasis Broadband

**Exhibits**

A. Scope of Work

B. Fee Schedule and Deliverables/milestones

## Exhibit A

### Scope of Work

ORGANIZATION shall complete the PROJECT, "Complete delivery of bandwidth to Tahoe Timber Trails Homeowners Association Site and complete connection to third customer." This demonstrates critical network design is complete and home installations are functioning and ready for expansion to additional customers. As further described in the grant application as attached Appendix A.

**Name:** Dog Valley Area

**Summary:** Provide fixed wireless service to approximately 80 households.

**Technology:** Two wireless technologies will be used. A 5Ghz Wireless Line-of-Sight based technology for high speeds of up to 100mbps download by 20mbps upload and a 3.65Ghz Wireless Non-Line-of-Sight based technology for difficult terrain where penetration through dense trees and other small obstacles is needed, with a maximum speeds of up to 30mbps download by 3mbps upload. As new reliable technologies develop, the technologies used on the site will be updated.

**Proposed Network Design:** One transmission tower of 60-80 ft. will be erected at Tahoe Timber Trails Home Owners Association site with two wireless transmission technologies deployed to provide maximum signal coverage. The tower will have wireless transmitter connection available to all homes in the proposed service area, with the fastest speeds available up to 100mbps download by 20mbps upload.

**Proposed Service Area:** The area is divided into three sub-communities in unincorporated eastern Nevada County - along Dog Valley Rd, in Klondike Flat and in Russell Valley.

#### Anticipated Improvements:

# of Passings:	Speed Now:	Speed After Build:
Households: (20)	0/0	25/3
(83)	6/1	Up to 100/20
Businesses: (1)	6/1	Up to 100/20
Community Anchor Institutions: (0)	N/A	N/A
Total:	104	104

## Exhibit B

### Deliverables and Payment Schedule

**Name:** Oasis Broadband

**Project:** Dog Valley Area

The ORGANIZATION shall submit invoices to COUNTY and PROJECT ADMINISTRATOR which include eligible PROJECT costs, defined as permitting, marketing, lease rental, labor, and equipment, which represent 50% of the total project costs, in an amount not to exceed \$62,000. Reimbursement invoices will be submitted at completion of two respective installments referred to as Phase One and Phase Two, as referenced below.

Final payment to the organization will be eligible for submission to the COUNTY when the Organization has installed, tested, and confirmed that the first three broadband connections are operational as defined in the grant Scope of Work. At that time, the COUNTY will approve that completion of the grant has been satisfied. The anticipation of this deliverable and project reimbursement is the grant will be invoiced in full at the end of Phase Two.

Deliverables	Amount Reimbursed	Estimated Date
Phase 1: Completes Installation of Transmission and Wireless Transmission Equipment	\$31,000	August 31, 2022
Phase 2: Completes Connection and testing to first three customers	\$31,000	September 30, 2022
Total Reimbursement	\$62,000	

### 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 eligible costs. Organization shall provide a summary report that includes the following sections:

- Project Phase Invoice:** All invoices shall include a breakdown of total eligible project phase 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.
- Project Phase Narrative:** This section shall provide a narrative on the work completed for the invoiced project phase.



3. **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 30 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. 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.
  
4. **Project Completion and Final Financial Reporting:** This section shall provide detailed financial documentation on the overall project 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. This shall be submitted within 15 days of the final invoice submission.
  
5. **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 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](mailto:Elise.strickler@co.nevada.ca.us)

Project Administrator:

Attn: Kari Sinoff

Sierra Business Council

P.O. Box 2428

Truckee, CA 96160

[ksinoff@sierrabusiness.org](mailto:ksinoff@sierrabusiness.org)

## **1. Applicant Information**

### **1.1 Applicant Contact Information**

Name: Devin Koch

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

Title: CEO

Email: grants@oasisbroadband.com

Phone: (415) 294 0072

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

1.3 Oasis Broadband is a rural broadband Internet Service provider with a 18 year history of serving the areas most in need of high speed Internet primarily in the Sierra Foothills and High Mountain areas. Oasis Broadband 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. Oasis Broadband acquired Foothill.net in 2006 giving it access to the Colfax, Auburn and Grass Valley areas where it has also enlarged its footprint. Oasis Broadband provides Internet service using Fixed Wireless technology primarily but uses fiber optic and Ethernet transmission systems in circumstances where those capabilities are warranted. Oasis Broadband also resells fiber optic services from AT&T. Most recently Oasis Broadband has delivered high speed Internet to 100% of the homes in the communities of Kingswood in Tahoe Vista and Prosser Dam in Truckee and portions of Cedar Ridge in Grass Valley.

Oasis Broadband has received a grant from Nevada County in 2020 for the Prosser Dam community.

### **1.4 Provide a Financial Statement of Entity**

See "Oasis Financial Statements" folder on Drive

## **2. Project Overview**

**2.1 Project Name:** Dog Valley Area

**2.2 Project Technology:** Fixed Wireless

**2.3 Describe the proposed network design.**

This project is to provide service to three sub-communities in northern reaches of Eastern Nevada county that have been ignored by the cable and DSL providers due to their extreme remote and isolated locations. Oasis Broadband has network elements near this community that just need to be extended to a new site to service this entire area. These are some of the most remote, least inhabited parts of the county.

Two wireless technologies will be deployed at the proposed access site to provide as much wireless coverage as possible and the absolute fastest speeds possible to each subscriber. Oasis Broadband will deploy;

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

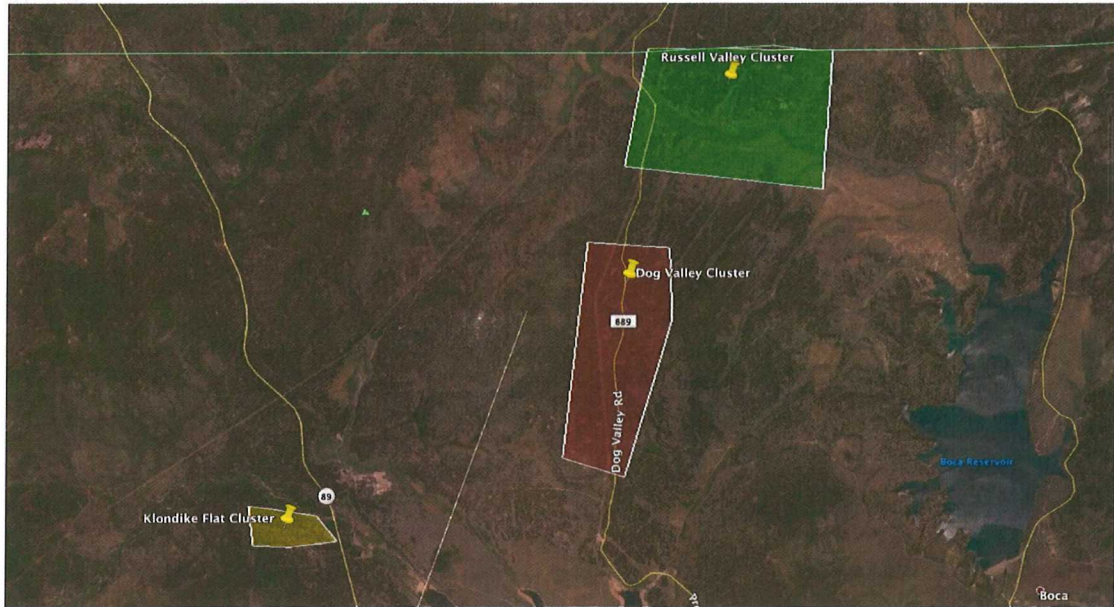
3.65 LTE technology has proven to be very effective at penetrating dense trees over short distances however and will provide a very high level of service through difficult terrain, through moderate foliage and over the longest wireless connections required in this deployment

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 three parts - homes along Dog Valley Rd, homes in Klondike Flat and home in Russell Valley.

The targeted areas are shaded:



KMZ File is in Google Folder called "Oasis Nev County Grant 2021"

### **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 have 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 would be a Nevada County building permit for a tower. The site will be on private land.

## 2.6 Service and Pricing Levels

Business Model	Exwire Services	Unit Cost	Mb/sec	
			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

2.6a Are there any limitations on data usage? (e.g. data caps, reduced speeds, etc.) If yes, please explain.

Yes, Oasis does have data caps. Data Caps for the packages above will be on the order of 800GB, 1.5TB, 1.5TB and 3TB respectively (we increase limit continuously however). As you can tell from the large data amounts we allocate, we do not try to limit usage but do charge a commensurately higher price to the users who use more. However, we do offer "Data Forgiveness" as advertised on our website. Any time a customer gets an overage charge on their bill they can call in and we will, without hesitation or explanation required, remove it from their bill. Overage charges are a way to let a customer know that they need to move up to the next higher package, not a revenue generation scheme.

## 2.7 Project Schedule

Dog Valley Project Schedule	2021												
	1	2	3	4	5	6	7	8	9	0	1	2	
Negotiation With Owner			N	N	N								
Design and Permit					D	D							
Build						B	B	B					
Test								T					
Launch									L				

2.7a List any factors that may change or delay this schedule

- 1) Covid could affect the project in a number of ways: Government permitting, availability of necessary parties for negotiation site leases, company staffing challenges.
- 2) Negotiations with the site owner could take time. The site is owned by a company.
- 3) Nevada County permitting could slow the process.

**3. Level of Service Verification**

**3.1 Provide evidence of current service levels,**

Suddenlink does not offer service anywhere near this area. ATT has no DSL facilities near this area. Satellite may be available for those with the right vantage point to the sky but does not work well for Zoom calling, home school, etc.

Most people in this area are surviving on 4G Cellular plans which cost as much as \$250/month and have variable performance as loads rise and fall on the cellular network. See testimonials in the testimonials section.

**3.2 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.

**Passings:**

Passings Tally Sheet	Households	Businesses	Community Institutions	Homes in the area	
Currently UNSERVED Number of passings expected to improve to at least 25/3 as a result of the project	0	0	0	Klondike Flat	17
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	103	1	0	Russell Valley	70
* Many of these homes contain small businesses in this area				Dog Valley	16
					103

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

It depends on how you size the project area.

Russell Valley polygon area as drawn on map above: 1.3 sq miles  
 Homes:70  
 Density:53/sq mile

Dog Valley polygon area as drawn on map above: 1 sq mile  
 Homes:16  
 Business: 1  
 Density:16/sq mile

Klondike Flat polygon area as drawn on map above: .25 mile  
 Homes:17  
 Density:68/sq. mile

**3.4 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 expressions of interest 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 for such a small number of people scattered throughout this rural part of the county since we need separate access points to service each of the three areas which lie in different directions from the proposed service site.
3. As a result of Covid, the number full-time homes has increased. There are apparently 30 children trying to go to school from home in Russell Valley alone
4. These homes are so far out they have almost no chance of ever having a wired solution
5. All homes can probably be hit from a single new main site but the site owner hadn't been too interested in helping in the past. With the grant we can now offer him more than we could previously
6. This area should have a high take rate as these home owners can afford broadband
7. This site piggybacks on the work done for last year's grant. The new facility we added at our main "Alder Hill site" will actually be the location where we connect the new site back to. The Net profit after one year is shown on the Business Model spreadsheet and copied it here.

302	\$333	\$333	\$333	\$333	
\$75	\$75	\$75	\$75	\$75	
137	\$137	\$137	\$137	\$137	
137	\$137	\$137	\$137	\$137	
\$58	\$58	\$58	\$58	\$58	
118	\$118	\$118	\$118	\$118	
117	\$1,233	\$1,233	\$1,233	\$1,233	
986	\$3,243	\$3,243	\$3,243	\$3,243	
729	\$3,077	\$3,077	\$3,077	\$3,077	
500	-\$1,500	-\$1,500	-\$1,500	-\$1,500	Cumulative Profit Year 1
129	\$1,577	\$1,577	\$1,577	\$1,577	\$5,883
			Total additional Oasis costs	\$62,427	
			Without Grant - Net cumulative profit Year 1	(\$56,544)	

**3.5 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 Improvements						
	# of Passings	Speed Now	0/0*	<10/1	0/0	<10-1
		Speed After Build	25/3	25/3	100/20	100/20
	Households			20		83
	Businesses					1
	Anchors					
* not including satellite and 4G						

**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 "2021 Dog Valley Rd -- 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.**

\$124,853 is the total project budget  
\$ 850 are the ineligible costs  
 \$124,003 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.***

\$62,426.

**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 Oasis Broadband 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 Oasis Broadband"

**4.5 If the grant request was approved for this project, is the remainder of the financing (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.

We have cash and cash flow that will support the Oasis component of the project. We often choose to lease equipment to save our cash and have access to quite a bit of lease funding. See Attached letter called "Ritalia Approval Letter Oasis Broadband"

**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 to service this project area previously and had not found a suitable and willing site. Therefore we always tossed it to the back of the project pile given the low number of homes it impacts. 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". We work on sites that service more customers and can can lead us to additional areas to expand to. Dog Valley is a "dead end"

2nd, We are now trying to provide a minimum speed of 100 Mb/sec to all customers. With that kind of bandwidth requirement for the new site we would need to use a licensed link to have the capacity required on a five mile wireless point to point link.. The licensed link costs alone will be as much as \$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 \$56,544 in the first year of operation without the grant (from the Business model tab in the spreadsheets).

302	\$333	\$333	\$333	\$333	
\$75	\$75	\$75	\$75	\$75	
137	\$137	\$137	\$137	\$137	
137	\$137	\$137	\$137	\$137	
\$58	\$58	\$58	\$58	\$58	
118	\$118	\$118	\$118	\$118	
117	\$1,233	\$1,233	\$1,233	\$1,233	
986	\$3,243	\$3,243	\$3,243	\$3,243	
729	\$3,077	\$3,077	\$3,077	\$3,077	
500	-\$1,500	-\$1,500	-\$1,500	-\$1,500	Cumulative Profit Year 1
129	\$1,577	\$1,577	\$1,577	\$1,577	\$5,883
					Total additional Oasis costs
					\$62,427
					Without Grant - Net cumulative profit Year 1
					(\$56,544)

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 Oasis Broadband 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. Oasis Broadband 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 Oasis Broadband 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 Oasis Broadband.
- Since founding Oasis Broadband, 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/ Enpro Inc a publicly listed company..

#### **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.

#### **Garett Trotter - Lead Wireless and network Architect**

Garett handles design documentation, engineering and electrical planning and installation. He has a 20 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 Oasis Broadband and continues to increase her skill as an assistant project manager.

Oasis Broadband has a team of three Tower and Tree Climbers who provide installation services for our Infrastructure Sites and Customers. Nick, Emily and Pace are employees.

This project and the required servicing of the customers after the project is exactly what Oasis Broadband 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 - some local like accountants, real estate, high tech and property management are some that we know of. There are a few vacation home rentals as well.

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)**

Due to the large number of support letters from the community for this project we have copied the letters here for ease of reading but can provide all originals upon request.

**Customer Expressions of Support:**

This is a letter of support to bring Oasis broadband high speed internet to my rural area. We live in the Russel Valley, off highway 89 and about 30 minutes outside of Truckee. Over the many years we've lived here, we've had satellite providers, such as HughesNet and Verizon. HughesNet is extremely slow, inconsistent, and unreliable. Verizon has been somewhat more reliable, but even though we have an unlimited package, it is very slow, and we're unable to stream. I'm unable to rely on our current internet provider to complete work from home and have had to run into a coffee shop in Truckee in order to get the necessary access to my company's program, upload my data, and send it through.

In speaking with many of our neighbors, many of whom work from home or whose children are doing their schooling from home, the lack of reliable internet in the Russel Valley has been both extremely frustrating and inconvenient. It has also been quite expensive as some are using two different internet providers in order to run their various devices and get the necessary speed to run their business or communicate with their offices.

Our daughter and her family live in Juniper Hills, another rural part of Truckee, and recently got Oasis. They are very pleased with the reliability, speed, and ability to stream.

We highly recommend that you give your full support to the Oasis proposal to bring its high speed internet to the Russel Valley and its surrounding area.

Thank you for your consideration,  
Ken and Jeanne Steinberg  
16585 Robertson Rd  
Russel Valley  
Truckee, CA 96161  
skibodog@gmail.com

**Here is the second letter of support:**

Hi Devin,

My in-laws live in Russell Valley and could use Oasis (we have it out in Juniper Hill).

1. They are faced with slow internet via Verizon, and low datacaps (20-30Gb) which they easily exceed if they start streaming videos.

2. They are interested in Oasis; currently are using Verizon at around \$30/month. They'd probably get one of the lower plans.

3. Russell Valley really needs a better internet option. Satellite internet is not a viable option because it has too high of a latency to be worthwhile.

Thanks!  
Corbin

**Here is a third letter of recommendation:**

Hello,

I am emailing you to let you know we need your internet services to our area, Russell Valley, Truckee Ca.

Currently we have net nation which has been pretty limiting on our streaming tv shows and watching any social media videos. As we have a growing child moving into schools having a good Internet service is a must. Our address is 16440 Greenlee. Truckee Ca 96161. Phone: 530-386-8064. If you are able to serve our neighborhood we will definitely sign up.

Thank you  
Chris Shallow

**Here is the fourth letter of support:**

Hello,

Yes!

We desperately need high speed wifi in Russell Valley.

As the world depends more and more on internet access, rural areas are being left behind. My family works from home, and this includes my 7 year old daughter that is currently doing remote learning from home which includes over the internet video calls.

We are currently using a cellular hot spot to get ALL of our internet access, but to keep up, we REALLY need better high speed internet.

There are approximately 30 kids in Russell Valley that all need high speed internet as well. I would bet that if this service became available, most all of russell valley would take advantage of it.

Thanks!  
Chris Gage

**Here is the fifth letter of support:**

To Whom It May Concern,

Russell Valley would greatly benefit from reliable high-speed internet. As a public school teacher, I count on the internet during school hours and beyond to ensure I can do my job to the best of my ability.

Thank you for your consideration, Dana Seaborg

**Here is the sixth letter of support:**

Hi Devin,

I understand that Oasis may be able to bring service to our area if enough folks are interested. Please expand to our area!

I have been working from home since March of last year and have two high school students working from home, as well. Our current provider is Unlimitedville. Aside from a few glitches over the last few months, they've been great. However, currently we have no wifi until March 9 as we need a new sim card and they won't be available until then. We currently pay \$200 a month for their service. There have been several days my kids have missed school because they couldn't log on. But this has been the best option we've found.

With more of us than ever working and schooling from home, we need strong, reliable internet more than ever. Please consider expanding to Russel Valley!

Thank you!

Julie Reoutt

**Here is the seventh letter of support:**

Hi Devin,

I am a high schooler and the internet out here is so bad that I can't do school work sometimes. Please give us better internet.

Thank you.

Peter Reoutt

**Here is the eighth letter of support:**

Hello,

1. What problems are you facing currently and how would this help. Answer : download speed sometimes slows to a crawl 3mbps or slower and can not stream. Trouble steaming more than 1 device. Max speed is a bit slow. More so the cell towers get clogged up sometimes.

2. Your interest and what provider you are using currently. Answer : I am currently using OASIS through 4g att tower. It definitely works but speed is not consistent enough or fast enough for some devices.

3. Why your community needs this!

Answer : It would bring faster and more reliable internet at a similar cost thus more value for our neighborhood and property values. I can stream more than one device at a time !

Watson Lloyd

**Here is the ninth letter of support:**

Oasis team,

We very much need high speed wifi in our Russell Valley community (just north of the town of Truckee). We are fully in support of Oasis being able to set this up for our area.

Our family comprises of two full-time corporate workers plus our daughter who is attending school remotely. Once school is back in-person, my husband and I will continue to work remotely every day. As I run and manage online trainings for a global audience, reliable and consistent Wi-Fi to run video and audio is essential to my job. We also regularly need to transfer a large files from our corporate networks, in addition to using the Internet for personal uses.

We are currently Oasis customers for cell tower-based hot-spot Internet. Oasis has been an excellent company to work with, but we are always looking for options with more bandwidth. Currently, Fourth we have to connect to a tower which is many, many miles away and bandwidth is affected by usage for my residence in the community outside of ours.

Our community, while somewhat rural, is growing and the need for a reliable Internet continues to be an important aspect. We have an absolutely wonderful community of neighbors and look forward to finding better ways to connect with those locally and afar.

Please support Oasis and our community in approving the grant to build this Internet option for us. I am fully in support and I'm happy to answer any questions you may have.

Sincerely,  
Megan Gage  
(650) 248-4002  
14383 Russell Valley Rd, Truckee, CA 96161  
megan.e.gage@gmail.com

**Here is the tenth letter of support:**

To whom it may concern.

The internet quality at our address 16251 Dog Valley road is marginal.

We have interest in having a more robust broadband connection.

We currently have Oasis broadband however net traffic from more users has sapped most bandwidth and speeds.

There are more areas without coverage than with.

Thank you,

Rick Vaughan

Pro H2O Heating & Plumbing, Inc.

Truckee Ca

530-587-8402

rick@proh2o.com

**Here is the eleventh letter of support:**

Dear Devin,

My name is Lily and I live in Russel Valley, just north of Truckee, Ca. I'm a freshman at Truckee High. We've been in virtual school since March. I've missed several days of school since then because our internet is too slow and sometimes just doesn't work. Please provide us a better internet option. Thank you.

Lily

**Here is the twelfth letter of support:**

Good afternoon, we would love to request your internet for Russell Valley. We could really use it for my daughters schooling we currently use cell phone data for any wifi needs.

Our address is 14998 Russell Valley Rd. Truckee CA 96161.

Thank you

Madelyn Cannon

**Here is the thirteenth letter of support:**

Hi Devin,

I recently tried the Oasis AT&T LTE Broadband (Hotspot) internet system at my home in Russel Valley and found it to be much too slow and inconsistent with speeds to keep as my internet provider. I have tried several services including Hughes Net, Unlimitedville, Oasis, and one other I cannot recall the name of right now. None have provided acceptable speeds and making me have to consider renting an office space in town just so I can get reliable speeds.

We are a small community out here and everyone has to work from home during the COVID crisis. I cannot go to my office and I am not able to work from home. I am desperate for high-speed internet at my home. My livelihood depends on it. I hope you are able to help us in Russel Valley.

Thank you,

Christina

--

**Christina Soloski**

**Sales Specialist**

**BRE #01770688**

c 530 205 6330

[www.truckeelifestyle.com](http://www.truckeelifestyle.com)

christina@truckeelifestyle.com



**Corcoran Global Living**  
660 N Lake Blvd Tahoe City, CA 96145

**Here is the fourteenth letter of support:**

Hi Lydia,

This is plead for someone to bring high speed internet into Russel Valley near Truckee, California. We've been living here for 15 years and have spent tens of thousands on nothing better than verizon internet cards. We've gone through four different dish systems over the years and keep going back to verizon hotspot because of speed. We have three children now in school and don't have enough speed for them to zoom with school so they are all on a home school program this year.

Thanks for any attention to this!!

Sincerely,

Elyah Gordon  
14776 Russel Valley Dr  
Truckee, CA 96161  
530-414-0477

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

[elyahgordon@icloud.com](mailto:elyahgordon@icloud.com)

[christina@truckeelifestyle.com](mailto:christina@truckeelifestyle.com)

[madelyncannon10@icloud.com](mailto:madelyncannon10@icloud.com)

[lreoutt@yahoo.com](mailto:lreoutt@yahoo.com)

[Rick@proh2o.com](mailto:Rick@proh2o.com)

[megan.e.gage@gmail.com](mailto:megan.e.gage@gmail.com)

[reoutt222@gmail.com](mailto:reoutt222@gmail.com)

[jreoutt@yahoo.com](mailto:jreoutt@yahoo.com)

[danaseaborg@gmail.com](mailto:danaseaborg@gmail.com)

[chrissgage@gmail.com](mailto:chrissgage@gmail.com)

[shallow42@yahoo.com](mailto:shallow42@yahoo.com)

[skibodog@gmail.com](mailto:skibodog@gmail.com)

[corbin@corbinstreehouse.com](mailto:corbin@corbinstreehouse.com)

[watson.lloyd@gmail.com](mailto:watson.lloyd@gmail.com)

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

**NEVADA COUNTY LAST-MILE BROADBAND GRANT PROGRAM  
FY 2021/22 GRANT AGREEMENT**

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**THIS GRANT AGREEMENT (“Agreement”)** is made and entered into as of the 15 day of July 2022 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and Nevada County Fiber, Inc. (“ORGANIZATION”) and is effective as of August 29, 2022 (“Effective Date”).

**RECITALS:**

- A.** The Nevada County Board of Supervisors adopted Resolution 18-324 supporting broadband expansion; and in 2021 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 \$250,000 to fund the second round of the Last-Mile Broadband Grants Program and allocated another \$250,000 from the PG&E Settlement Funds for a total of \$500,000 for FY 20/21.
- 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 20/21 and FY 21/22 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 \$113,000 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 24 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 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.
  - 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. 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.
  - c. 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.
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 procure and maintain a policy of insurance.

8. ORGANIZATION shall procure 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 no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this PROJECT/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - (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 no less than **\$300,000** per accident for bodily injury and property damage.
  - (iii) **Workers' Compensation insurance**  
ORGANIZATION affirms under penalty of perjury they are independent and without employees. ORGANIZATION affirms the company president has health insurance coverage, healthcare service plan, or disability insurance covering the president for bodily injury or disease. ORGANIZATION further agrees to waive all rights to workers' compensation benefits for any accident for bodily injury or disease. 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.

In the event the ORGANIZATION hires employees, 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.

If the ORGANIZATION maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the ORGANIZATION. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**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 covered as additional insureds** on the CGL policy with respect to liability 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 insurance shall be primary** insurance primary 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** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** 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 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.
- (v) **Sole Proprietors** If ORGANIZATION is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. ORGANIZATION shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (iv) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (v) **Verification of Coverage** ORGANIZATION shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. 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. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (vi) **Subcontractors** ORGANIZATION shall 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.
- (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 following form with all other applicable policies used to meet these minimum requirements. 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 ~~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 section.

<u>To PROJECT ADMINISTRATOR:</u>	<u>To COUNTY:</u>	<u>To ORGANIZATION:</u>
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<p>Kari Sinoff Sierra Business Council P.O. Box 2428 Truckee, CA 96160 ( 530) 562-4992</p>	<p>Elise Strickler Information General Services 950 Maidu Avenue, Suite 130 Nevada City, CA 95959 (530) 265-1705</p>	<p>Andrew Wilkinson, CEO Nevada County Fiber, Inc. 17347 Dusty Drive Nevada City, CA 95959 (530) 263-5014</p>
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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

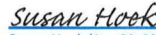
APPROVED AS TO FORM:  
COUNTY COUNSEL

By:   
K.L. Elliott (Sep 7, 2022 15:00 CDT)


ATTEST:

By:   
Julie Patterson Hunter  
Clerk of the Board of Supervisors

COUNTY OF NEVADA

By:   
Susan Hoek (Aug 30, 2022 12:34 PDT)  
Honorable Sue Hoek  
Chair, of the Board of Supervisors

ORGANIZATION:

By:   
Andrew Wilkinson (Aug 29, 2022 11:53 PDT)  
Andrew Wilkinson, CEO  
Nevada County Fiber, Inc.

**Exhibits**

- A. Scope of Work
- B. Reimbursement Schedule
- C. Broadband Subscriber Verification Form



## Exhibit A

### Scope of Work

ORGANIZATION shall complete the PROJECT, "Complete delivery of underground fiber optic to 22 home connections in the community of Oak Ridge & Bear Claw Ct." As further described in the grant application as attached.

**Name:** Community of Oak Ridge & Bear Claw Ct.

**Summary:** Install 100% underground fiber optic connection and broadband service to 22 homes

**Technology:** 100% fiber optic open-access ready and 10 Gigabit ready network. Electrical service supplied from a 30Kw solar array combined with automatic battery backup in the event of power outages.

**Proposed network design:** The network will house dedicated fiber to each location served from the central data center. There will be a primary distribution fiber with secondary lateral 'drops' to each location served. The conduits will be placed approximately 24-30" depth, with heavy-duty splice vaults. Fiber optic markers will be placed at visible locations to ensure homeowners and future contractors are aware that fiber optic is located in the area. The data center is air conditioned with backup fan, and automatic battery back up to ensure continuity of service during planned or unplanned PGE outages.

**Proposed Service Area:** Red Dog Road and Banner Quaker Hill Rd

#### Anticipated Improvements:

# of Passings:	Speed Now:	Speed After Build:
Households: (22)	1-3Mbps	10-1000Mbps+
Businesses (in home): (4)	1-3Mbps	10-1000Mbps+
Community Anchor Institutions:	N/A	N/A

**Exhibit B**  
**Reimbursement Schedule & Process**

**Name:** Nevada County Fiber, Inc.

**Project:** Community of Oak Ridge & Bear Claw Ct.

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 39% of the total project costs, in an amount not to exceed \$113,000, which will be submitted in two phases as set forth below.

The total eligible expenses will incorporate the construction of the central office facility to distribute & manage fiber optic broadband, the installation of underground conduits, fiber optic cable, vaults, and optical network termination at each property.

<b>Deliverables</b>	<b>Amount Reimbursed</b>
Phase 1: Connection of first eleven homes	\$56,000
Phase 2: Connection of final eleven homes	\$56,500
	\$113,000
Total Reimbursement	

**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. **Broadband Subscriber Verification Form:** The ORGANIZATION will submit to the PROJECT ADMINISTRATOR completed Broadband Subscriber Verification form(s) as defined in Exhibit C. There will be one form for each completed connection that must be signed by the new broadband subscriber receiving service.
2. **Project Stage Invoice:** All 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 review the Broadband Subscriber Verification Form(s) and may choose at their discretion to contact some or all of the subscribers to verify that the broadband service is active and meeting the subscribers expectations. 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 Broadband Subscriber Verification Forms, 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 Broadband Subscriber Verification Form(s), 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.
3. **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. 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.
  4. **Project Completion and Final Financial Reporting:** The final invoice submission shall provide detailed financial documentation which is an “Expenses by Vendor Summary”.
  5. **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](mailto:IGSAdmin@nevadacountyca.gov)

Project Administrator:

Attn: Kari Sinoff

Sierra Business Council

P.O. Box 2428

Truckee, CA 96160

[ksinoff@sierrabusiness.org](mailto:ksinoff@sierrabusiness.org)

**Exhibit C**  
**Broadband Subscriber Verification form**

**Verification of Nevada County Last-Mile Broadband Connection**

The County of Nevada has awarded a Last-Mile Broadband Grant to Nevada County Fiber Inc to install high speed broadband. The information below is verification from the new broadband subscriber that the service has been installed and is fully operational.

The subscriber below grants permission for the Grant Project Administer from Sierra Business Council to contact the subscriber to verify that the broadband service is fully operational and reliable.

Subscriber Name	John Doe
Street Address	12345 Any Street
City, State, Zip	Nevada City, CA 95959
APN	381-1348
Telephone	( 530) 123 4567

Broadband Speed	100Mbps
Installation Date	November 23rd 2021

Subscriber feedback	The speed is incredible and Nevada County Fiber did an excellent job, highly recommended. Thank you Nevada County for making this possible!
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Signed.....

Date.....

END OF DOCUMENT