



# RESOLUTION No. 23-191

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

**RESOLUTION APPROVING AMENDMENT 1 TO THE LAST MILE BROADBAND GRANT AGREEMENT BETWEEN THE COUNTY OF NEVADA AND NORTHERN SIERRA BROADBAND EXTENDING THE TERMINATION DATE TO NOVEMBER 30, 2024, AMENDING FISCAL YEAR 2022/2023 THE IGS ADMIN BUDGET, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, on April 27, 2021, through Resolution 21-141, the Board of Supervisors awarded Northern Sierra Broadband a grant in the amount of \$120,000 for the Buck Mountain-Oak-Adrianna FTTH Project; and

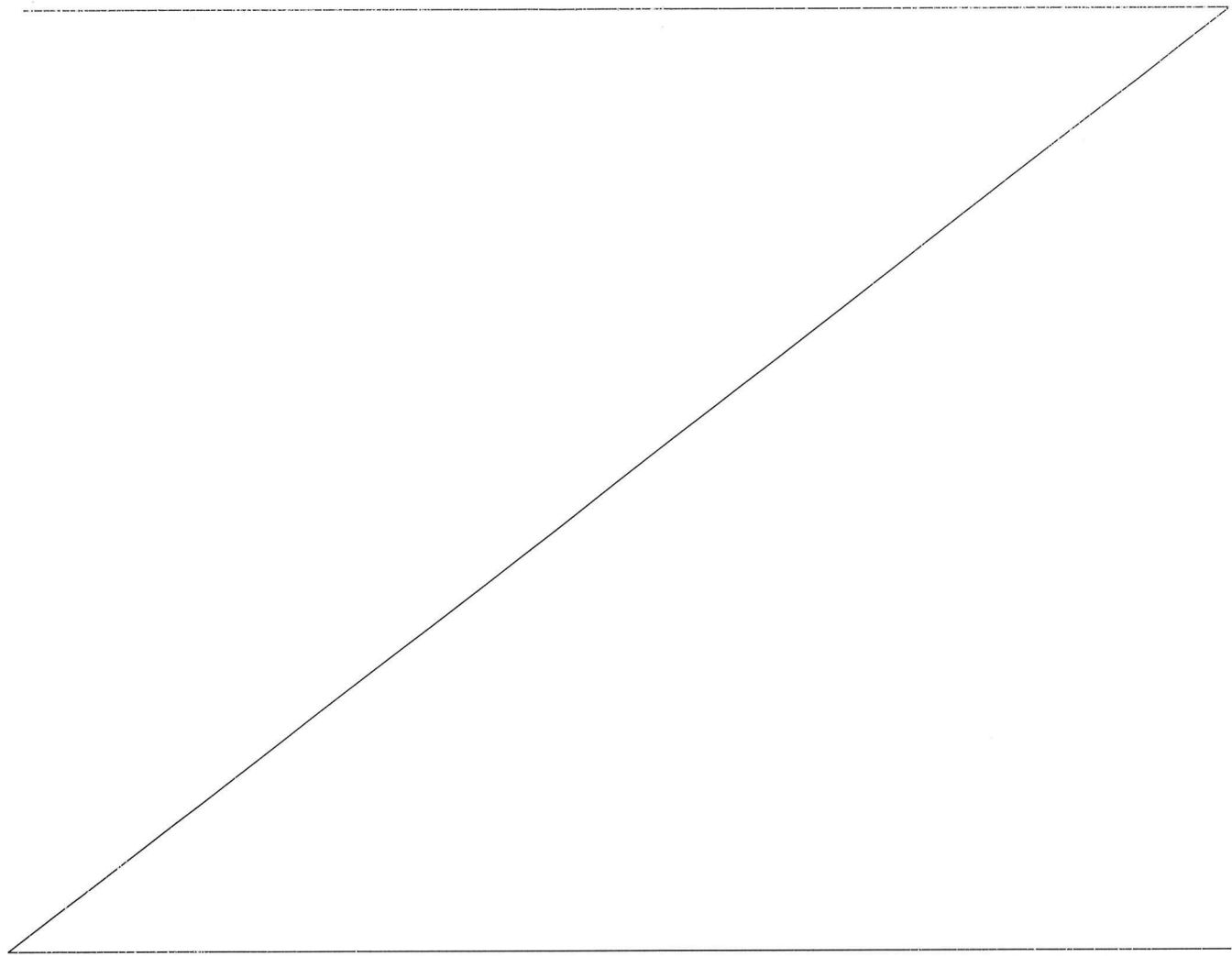
WHEREAS, due to various delays, both parties have agreed to extend the contract term from 18 month with the termination in February 2024 to 27 months with a new termination date of November 30, 2024; and

WHEREAS, the grant agreement authorized for Northern Sierra Broadband in Resolution 21-141 was not executed in Fiscal Year 2020/21 due to some necessary modifications of the terms of the agreement and was executed in August 2022 thereby requiring a budget amendment in Fiscal Year 2022/23 to establish the budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Grant Agreement by and between the County of Nevada and Northern Sierra Broadband extending the term of the grant from eighteen months to twenty-seven months for a termination date of November 30, 2024, hereby is approved in the form attached and the Chair of the Board of Supervisors is hereby authorized to execute the Amendment and further directs the Auditor-Controller to amend the Fiscal Year 2022/23 IGS budget as followed:

Increasing:

0101-11003-531-5000/521520	\$120,000
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PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of May, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

5/09/2023 cc: IGS\*  
AC\* (Hold)

6/16/2023 cc: IGS\*  
AC\*(Release)

**AMENDMENT TO AGREEMENT WITH  
Northern Sierra Broadband**

**THIS AMENDMENT** is executed this 9 day of May, 2023 by and between Northern Sierra Broadband and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Nevada County Last-Mile Broadband Grant Program FY 2021/22 Grant Agreement executed on August 11, 2022 by Resolution No. 21-141.

**WHEREAS**, the parties desire to amend their agreement to allow or provide for additional time to complete the project due to unforeseen delays related to the pandemic and other delays; and

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of May 9, 2023.
2. That Section 2 of the Agreement shall be updated to reflect the project execution timeframe from 18 months to a termination date of November 30, 2024.
3. That Exhibit B Reimbursement Schedule and Process Table is replaced with the table below:


<b>Deliverables</b>	<b>Amount Reimbursed</b>	<b>Estimated Date</b>
No. 1- Completion of fiber conduit rod & rope; engineering and planning	\$40,000	May 2023
No. 2- Completion of 10 fiber to home connections	\$40,000	November 2023
No. 3- Completion of final fiber-to home connections project, plus any fixed wireless connections	\$40,000	February 2024
<b>Total Reimbursement</b>	<b>\$120,000</b>	

6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:  
COUNTY COUNSEL

COUNTY OF NEVADA

By:   
By: Kit Elliott (Jun 5, 2023 10:19 PDT)

By:   
By: Ed Scofield (Jun 2, 2023 16:18 PDT)  
Honorable Edward C. Scofield  
Chair, of the Board of Supervisors

ATTEST:

CONTRACTOR:

By:   
Julie Patterson Hunter  
Clerk of the Board of Supervisors

By:   
By: Michael P. Anderson (May 18, 2023 16:29 PDT)

**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)	<10/1 mbps	100/20 mbps
(25)	<25/3 mbps	100/20 mbps
Businesses (in home): *(2)	<10/1 mbps	100/20 mbps
*(8)	<25/3 mbps	100/20 mbps
* Represented as Households above		
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:

- 1. 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.
- 2. 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)