

NEVADA COUNTY LAST-MILE BROADBAND GRANT FY 20/21 and FY 2021/22 GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into as of the 27th day of April, 2021 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 April 27, 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 \$113,000 to ORGANIZATION and directed staff to enter into grant agreements with the 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 and provide all staffing, equipment and materials, funding and other resources necessary to design, permit, make purchases for, construct and/or install the PROJECT as set forth in Exhibit “A” attached hereto and incorporated herein by reference. ORGANIZATION 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 obtain all approvals for and 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, the 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 resolve all project contingencies prior to invoicing for grant reimbursements.
 - b. 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”. However, the Information General Services Agency Director, in his/her discretion, may reallocate estimated amounts between eligible expenses once actual PROJECT costs are known provided that the expenses qualify under the same expenditure category and that the total award amount remains the same. Each reimbursement request shall be accompanied by receipts, invoices, proof of payment and other such written documentation as PROJECT ADMINISTRATOR and/or COUNTY may deem necessary to substantiate and support ORGANIZATION’s claim for reimbursement.
 - c. 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.
 - d. ORGANIZATION shall submit to PROJECT ADMINISTRATOR and COUNTY a final written request for up to, but not to exceed the amount of any amounts remaining, as allocated in this agreement, in the Information General Services Administration Budget, within thirty (30) days after: (i) the PROJECT ADMINISTRATOR and COUNTY has determined the PROJECT has been satisfactorily completed and the PROJECT has passed a final inspection, and (ii) the broadband service within the proposed PROJECT area is available (“Completion Date”). The final reimbursement request shall comply with all requirements and conditions set forth above.
 - e. 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.

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 **\$1,000,000** per accident for bodily injury and property damage.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (iv) **Director and Officers (D&O) Liability Insurance** covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- (v) 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 **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.
- (ix) **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.
- (x) **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.
- (xi) **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.
- (xii) **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.
- (xiii) **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.
- (xiv) **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.
- (xv) **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 Paragraph.

<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 ksinoff@sierrabusiness.org	Elise Strickler Information General Services 950 Maidu Avenue, Suite 130 Nevada City, CA 95959 (530) 265-1705 Elise.Strickler@co.nevada.ca.us	Andrew Wilkinson, CEO Nevada County Fiber, Inc. 17347 Dusty Drive Nevada City CA 95959 (530) 263-5014 andrew@NevCoFiber.com

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: _____

COUNTY OF NEVADA

ATTEST:

By: _____
Chair, Board of Supervisors

By: _____
Julie Patterson-Hunter
Clerk of the Board

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
County Counsel

CONTRACTOR:

By: _____

Date: _____

Name:

Title:

By: _____

Date: _____

Name:

Title:

Exhibits

- A. ORGANIZATION'S "Last-Mile" Grant Application
- B. Fee Schedule and deliverables/milestones

Exhibit A

Nevada County 2021 Last-Mile Broadband Grant Application



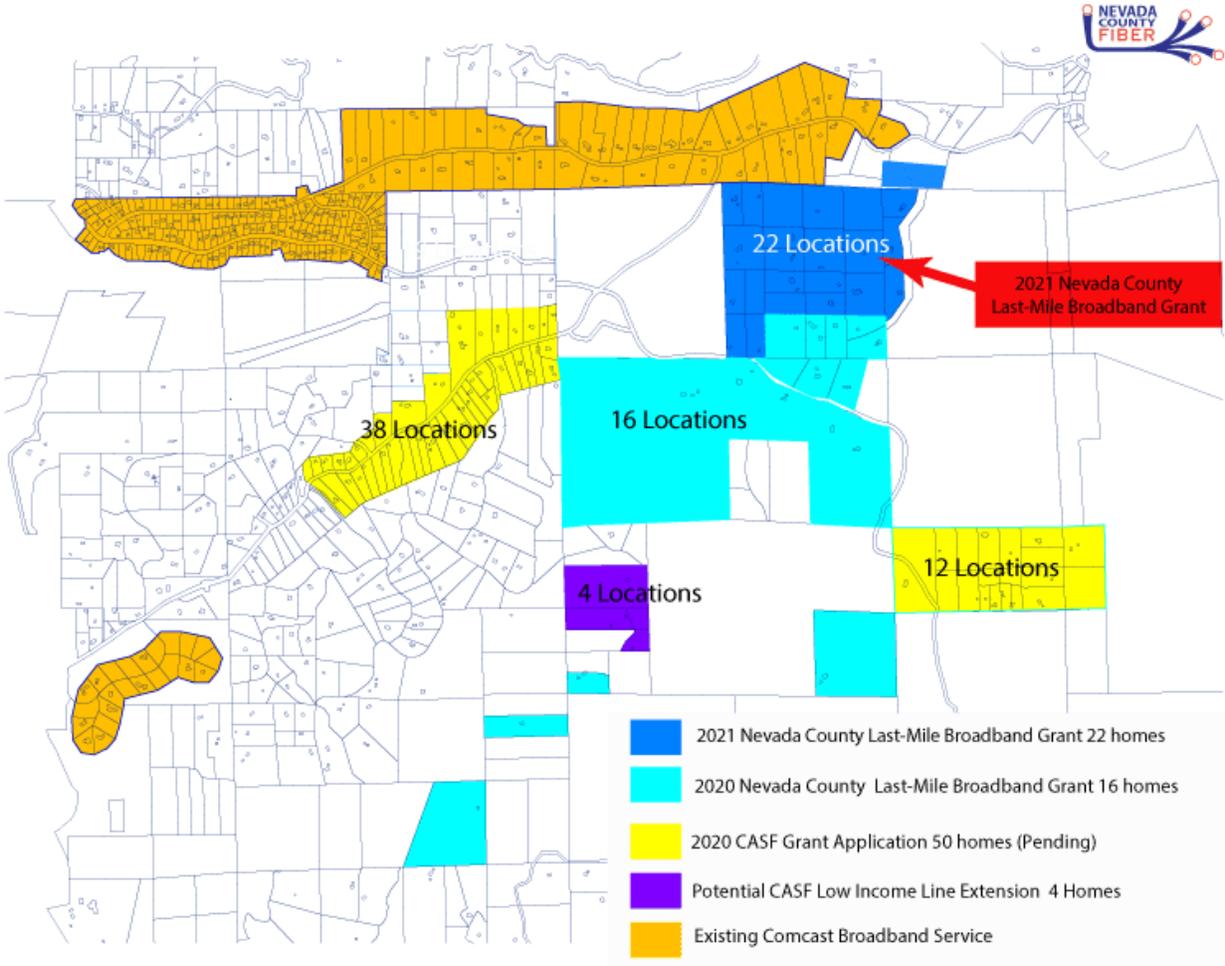
Application Summary

Applicant's Name	Nevada County Fiber Inc
Contact Person	Andrew Wilkinson CEO 17347 Dusty Drive Nevada City CA, 95959 andrew@NevCoFiber.com (530) 263 5014
Project Name	Community of Oak Ridge & Bear Claw Ct
Location	Red Dog Road and Banner Quaker Hill Rd
Project Type	Underground fiber optic to the home
Grant Funding request	\$112,947 (39% match)
Number of parcels passed/connected	22 connected locations
Grant Funding per connected property	\$5,134
Web Site	www.NevCoFiber.com
Primary Existing Broadband service	AT&T DSL
Typical existing service levels	1-3 Mbps Download 0.5Mbps Upload

Planned Subscription Level	Cost	Additional services
10Mbps Down 10Mbps Up	\$60/month	<ul style="list-style-type: none"> • Home Wi-Fi set up & management • Extended Wi-Fi mesh set up • Internet security threat management • Internet telephone set up • Parental controls • Streaming media set up • Remote management • Smarthome advice
50Mbps Down 50Mbps Up	\$75/month	
100Mbps Down 100Mbps Up	\$90/month	
1Gbps Down 1Gbps Up	Available*	
10Gbps Down 10Gbps Up	Upon request	

* 1 Gigabit service will be offered when total number of subscribers exceeds 75, or upon request

Project Area Overview



Why is this the best solution for our Community?

Resilient: The broadband solution is being built underground where it is protected from winter storms, and wild land fires, and has automated power back up during PG&E outages. This translates into a dependable solution for our community which is increasingly dependent on the internet for their businesses, telecommuting, tele-health care, distance learning, and daily lives.

Choice: The network is designed for Open Access which over time will allow the subscribers a choice of services and providers which typically brings lower costs for subscribers.

Future Proof: As our community's bandwidth needs continue to grow over time, this network is able to support the growth without major disruption or costs. Each location has a dedicated fiber-optic that is currently capable of providing 10Gbps and is expected to meet our community needs into the foreseeable future.

1. Applicant Information

1.1. Applicant Contact Information

Name: [Andrew Wilkinson](#)
Company: [Nevada County Fiber Inc](#)
Title: [CEO](#)
Email: Andrew@NevCoFiber.com
Phone: [\(530\) 263 5014](#)

1.2. What type of legal entity is the applicant? (Refer to Grant Guidelines for types of eligible applicants) [California S-Corporation C4288603 Appendix A Certificate of Good Standing](#)

1.3. Describe applicant's history with other Broadband deployment projects.

In May 2018 Sierra Business Council (SBC) suggested to Tahoe Prosperity Center (TPC) that Andrew Wilkinson would be a good choice as a consultant to create the Tahoe Basin Broadband Feasibility study. The study was funded by the Economic Development Agency (EDA) and administered by TPC.

Before May 2018 Andrew Wilkinson had volunteered his time in the role of CFO for the Bright Fiber Network, Inc project (T-17495) helping to find a path forward and start construction. This ultimately resulted in the recommendation to move the project to Race Telecommunications. This decision was supported by SBC and Nevada County as the optimal way to bring the much-needed community benefit.

During the development of the Tahoe Basin Feasibility Study, it became increasingly evident that the local community in Nevada County could benefit from implementing some of the recommendations. Nevada County Fiber, Inc was formed in June 2019 by Andrew Wilkinson to expand affordable rural underground fiber-optic broadband in Nevada County.

With overwhelming community support, Nevada County Fiber Inc applied for the Nevada County Last-Mile Broadband Grant on 6th Dec 2019, to provide underground fiber-optic broadband for 32 homes.

Feb 2020 Nevada County Fiber Inc was awarded a Last-Mile Broadband Grant of \$124,209 by the Nevada County Board of Supervisors for 16 homes. The grant agreement was received in early June 2020 and to date the AT&T ADI fiber backhaul has been installed, central office data center is complete and fully operational. Since October 2020 a pilot customer has been utilizing the service with no reported unplanned outages or issues. 6,000' of main distribution conduit has been installed, ready for the next 7 connections to be made during March/April 2020, the remaining 8 connections are expected to be completed by June 2020.

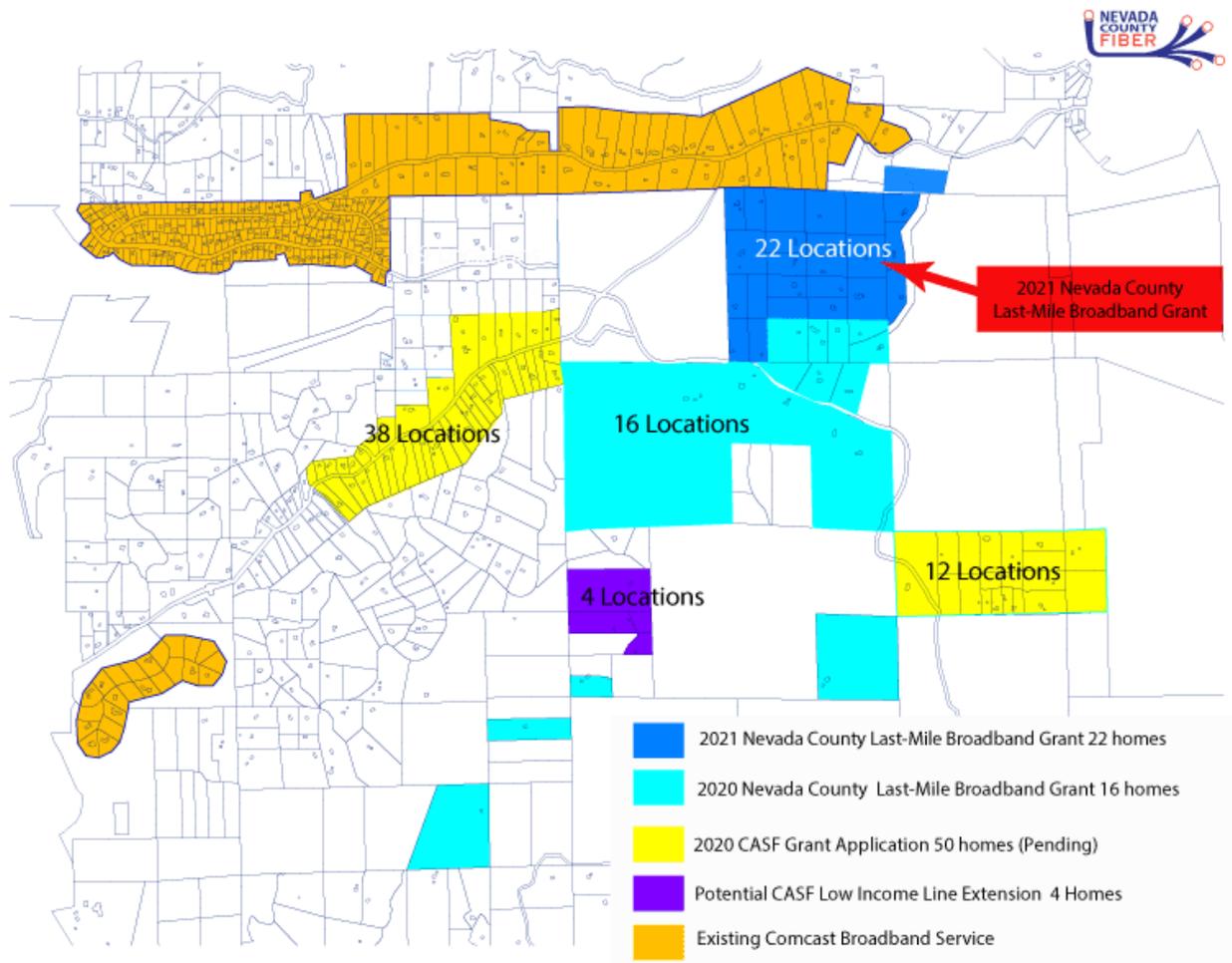
1.4. Provide a Financial Statement of Entity.

An entity's financial statement typically includes: a balance sheet, income statement, cash flow statement, and statement of changes in equity.

[See Appendix B Financial Statement](#)

2. Project Overview

2.1. Project Name Community of Oak Ridge & Bear Claw Ct



2.2. Project Technology

What type of technology will the applicant use to provide broadband? The broadband solution will continue with the same solution that is currently under construction under the 2020 Last-Mile Broadband Grant.

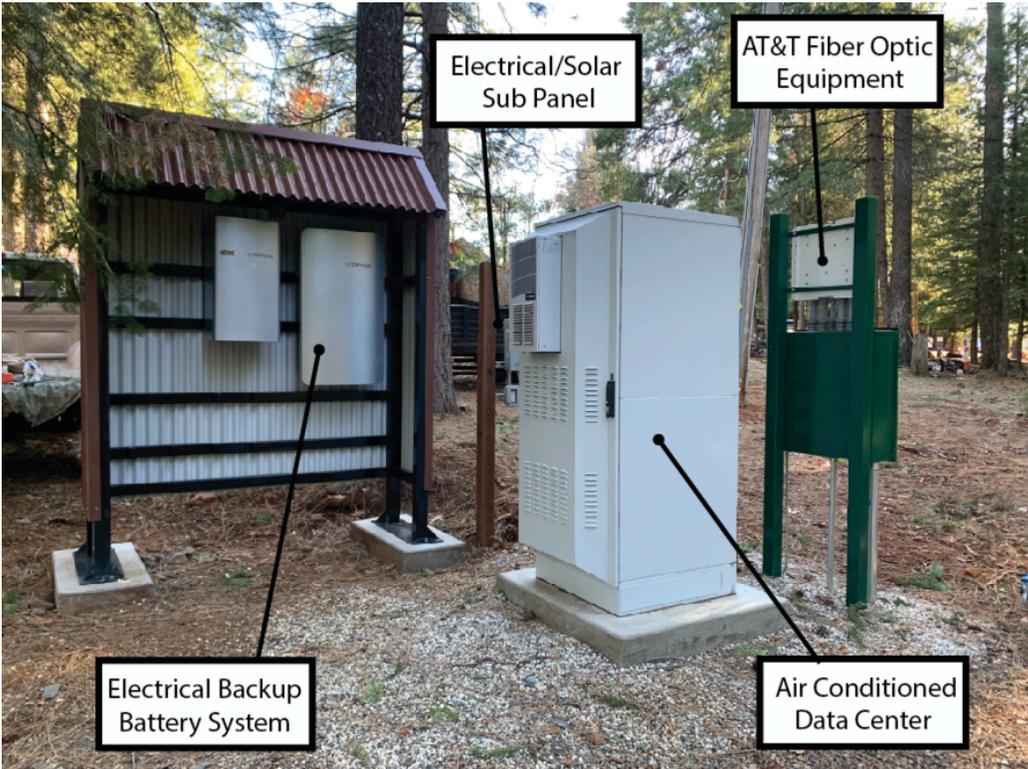
The solution is 100% underground, it is designed to operate as Open Access, meaning that it will have the capability of offering a choice of services over a dedicated fiber optic cable that connects from the data center to each location served.

The infrastructure will be capable of providing 10Gbps+ and should be considered as future proof.

The electrical service is supplied from a 30Kw solar array and should be considered as 100% green and renewable. Unattended automatic battery backup in the event of planned or unplanned

power outages will continue to operate the network for multiple days, initially 3.4kWh of storage is available which can be easily expanded to over 13.6kWh with automated generator backup to support prolonged outages as needed.

2.3. Describe the proposed network design The network will have a 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, as a reminder to call 811 prior to any excavation. The data center is armor conditioned with backup fan, and automatic battery back up to ensure continuity of service during planned or unplanned PGE outages.



Nevada County Fiber Inc central data center Feb 2021

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 project area is located approximately 4.5 miles east of Nevada City, and 2.0 miles south west of Scotts Flat reservoir. The area is heavily forested with significant changes in elevation, steep slopes and a seasonal creek passing from north east to south west. See appendix C Proposed Service Area

Attach a .shp or .kml/.kmz/Shape File format or File GO Database format file showing the map of the proposed service area showing boundary data for each contiguous area. Note: If submitting multiple applications, submit a separate mapping file for the project area with each application.

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 the application is complete and that all of the required local/city/county/state and CEQA documents 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. [A Notice of Exemption \(NOE\) has been prepared and filed by Brian Foss, Director of Planning for Nevada County. The NOE is a document which reviews the proposed construction and is filed with Office of Planning and Research. See appendix D.](#)

With reference to Nevada County Building Code Sec. L-V 13.3 Permits Required

*Section B. Except in flood plains as regulated in section L-II 4.3.10 of the Land Use and Development Code, a **grading permit is not required** for the following, provided no unstable or erodible slopes are created and no encroachment onto sewage disposal systems, water supply systems or hazardous material sites, areas or setbacks is created.*

5. Excavations for wells or tunnels or **utilities**

Determination: The project plan has been reviewed by Nevada County Building Control and it is determined that a permit is not required as fiber optic conduit is classified as a utility.

2.6. Service and Pricing Levels

Provide the service and pricing levels to be offered in the grant project area:

Subscription Level	Cost	Additional services
10Mbps Down 10Mbps Up	\$60/month	<ul style="list-style-type: none">• Home Wi-Fi set up & management• Extended Wi-Fi mesh set up• Internet security threat management• Internet telephone set up• Parental controls• Streaming media set up• Remote management• Smarthome advice
50Mbps Down 50Mbps Up	\$75/month	
100Mbps Down 100Mbps Up	\$90/month	
1Gbps Down 1Gbps Up	Available*	
10Gbps Down 10Gbps Up	Upon request	

* 1 Gigabit service will be offered when total number of subscribers exceeds 75, or upon request

2.6.a Are there any limitations on data usage? (e.g. data caps, reduced speeds, etc.) If yes, please explain. None

2.7. Project Schedule and Timeline

Provide a detailed project schedule outlining the individual tasks and their timing for the overall project including broadband deployment tasks and activities necessary to complete the project. Include expected completion date (month and year) of the activity. The last task on the project schedule should indicate the date upon which service to the last location will be connected.

[Construction is expected to start in July 2021, and will be completed within 12 months](#)

Q3-2021: Survey and planning for the next group of 8 properties, expansion of primary distribution conduits, and fiber optic along Oak Ridge making broadband connections as locations are reached.

Q4-2021: Survey and planning for the next group of 8 properties, expansion of primary distribution conduits, and fiber optic towards Bear Claw Court making broadband connections as locations are reached.

Q1-2022: Survey and planning for the next group of 6 properties, expansion of primary distribution conduits and fiber optic towards Sanctum Place making broadband connections as locations are reached.

Allowing contingency for weather and expected delays, the last property expected to be connected on or before May 30th 2022

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

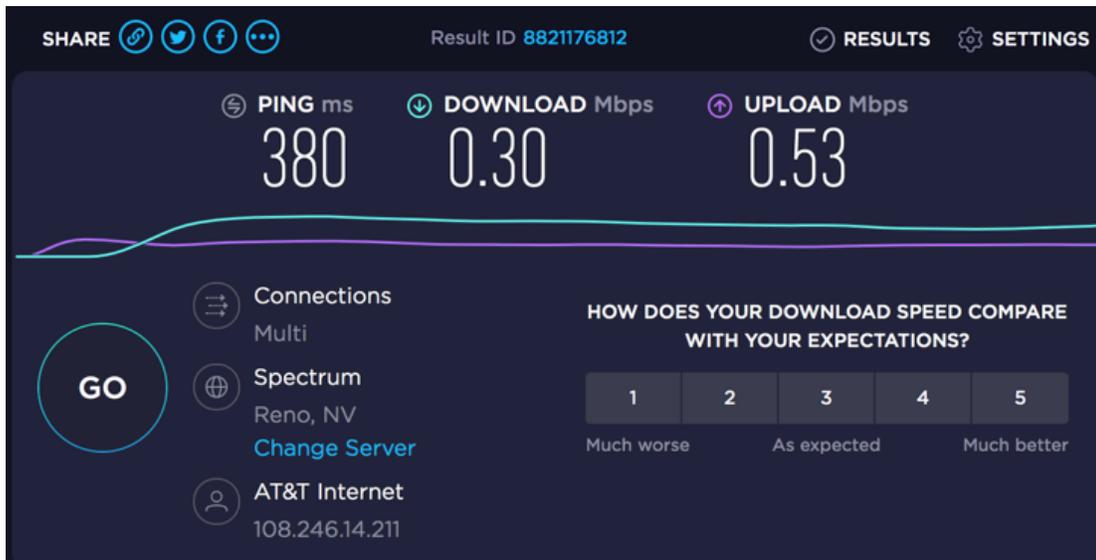
The primary factor influencing the schedule is the weather. During periods of heavy rain, or snow underground construction will not be possible. If the area was subject to a wild-land fire that a significant impact on the schedule would occur. Beyond weather factors such as extended lead time for materials, and available of resources, could impact the schedule, and all effort will be made to ensure the project remains on schedule.

3. Level of Service Verification

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

- Testimonials and commitments from residents, businesses or institutions in project area are strongly encouraged and/or statistically significant survey of residents from grant area [Extensive community outreach was completed for the 2020 Last-Mile Grant application which remains current and accurate for 2020](#) See Appendix E
- Documentation of area’s existing infrastructure demonstrating existing service area

Provider	Download Mbps	Upload Mbps	Location
AT&T DSL	3.17	0.58	Deep Creek Rd
	0.30	0.53	Dusty Drive
	1.23	0.52	Banner Lava Cap Rd
Satellite	0.73	2.24	Lolas Echo Rd
	0.97	1.23	Lolas Echo Rd
Wireless	11.69	1.93	Caroline Rd



Example of typical AT&T DSL performance

- Documentation from website of reported service provider stating that service is not available in this area. Sadly, I continue to hear of AT&T DSL customers who have lost service for various legitimate reasons, yet despite repeated attempts AT&T refuses to reconnect the DSL service.

3.2. Describe the methodology used to determine the number of locations (e.g. number of meters, existing customers, address points) The foundational parcel maps and associated data has been obtained from Nevada County GIS, and integrated into Autocad which is used for planning and subscriber contact information for each parcel. Alex Friant from The County of Nevada has been very helpful with facilitating data extracts and general GIS information.

3.3. With respect to density, what is the average number of homes, businesses and institutions per square mile within the proposed service area? The project is located within Census Block 060570007012126, according to the CPUC Broadband Map the density is 127 housing units per square mile.

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

The project area is mostly covered by AT&T DSL, however its widely known that AT&T has an active desire to sunset their copper line services. There are several properties in the project area who used to be able to obtain AT&T DSL, but during the change of ownership, the original owner notified AT&T that they no longer needed service which is the established practice when selling a home to notify the utility companies such as PG&E, NID, Waste Management. What has been happening with AT&T DSL is that the new owner's request for service is being denied, consequently they are having to rely on satellite service which is expensive, or wireless service if there is a reasonable line of sight to a local provider.

The fastest AT&T service is advertised as 6Mbps download and 1.5Mbps upload. The further the distance that the property is located from the distribution facility the lower the broadband performance will be. The growth in popularity of streaming media has resulted in a significant

oversubscription in the bandwidth needed. During the peak times of 7pm to 10pm the bandwidth is typically less than 3Mbps for each location.

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. This may include information related to distance learning, access to telehealth, and remote work limitations.

COVID-19 has amplified the need for significantly improved broadband for rural communities. As described above AT&T DSL which continues to fall behind the bandwidth needed, and several home owners have to use cellular hot spots, satellite, wireless as AT&T declines to upgrade, the DSL service or provide new connections. The need to support distance learning, telehealth, and telecommuting has never been more important.

Within the proposed area I know of several families with school age children, I also know of a Nevada Union High-school teacher and many teleworkers including a senior employee from Livermore Labs, and many small business owners.

There are many elderly people who continue to self isolate and would benefit from the opportunity for telemedicine.

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 and the speeds that will be offered if the project is awarded grant funding.

**Anticipated Improvements in Broadband Service
Based on the Broadband Project Investments**

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

* see below for proposed public safety improvement

3.6. If applicable, provide a list with the names of the community anchor institutions.

Community anchor institutions “CAI” means governmental, nonprofit, educational and similar entities including by way of illustration and not limitation: schools, libraries, hospitals and other medical providers, public safety entities, institutions of higher education, governmental entities, rural electric cooperatives, and community support organizations.

Opportunity to improve Public Safety

Having studied the details of the Paradise Fire my observation is that one of the major factors that contributed to the chaotic evacuation was the inability for the various emergency services to monitor what was happening on the roads in real-time. If they had the ability to monitor realtime

and ensure clear communications with the community where available it seems apparent that the evacuation os likely to have been less problematic.

As an additional benefit to the community, I am proposing that consideration is given to the following proposal that can be achieved with the availability of high-speed underground fiber-optic network.

Public Safety Pods

These would be located at major atrial road intersections. They would contain high-resolution video cameras that could be remotely powered on during a wild-fire event to monitor traffic in high resolution. For example, the intersection of Quaker Hill Cross Rd and Banner Quaker Hill Rd which is a primary evacuation route from Cascade Shores would be logical location. A second location could be Banner Lava Cap and Idaho Maryland which is major evacuation route off Banner Mountain & Cascade shores. I anticipate that the capital cost of such a solution would be relatively low with a high value to the community.

The concept could be enhanced with remote powering on a series Code Red Wi-Fi access points along major evacuation routes. This would allow the community to connect directly to a local network for direct communications with the public. This ultimately could provide residents with evacuation routes which can be dynamically adapted in real time by the OES or Fire Dept depending on changing fire conditions and traffic volume.

Ultimately having a dedicated independent fiber optic loop that covers major evacuation routes which operates independently of the traditional telecommunications companies would position Nevada County as having the best public safety infrastructure available and a model for others to follow.

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

The business model is to offer underground fiber-optic to each property as an alternative to AT&T DSL or Hughes Satellite. The subscriber will be provided with the Virtual Broadband gateway (VBG) which provides a standard Ethernet connection for the more technology-enhanced subscribers who already have a home network that includes Wi-Fi, servers, video surveillance etc

Each subscriber will have the option to purchase a high performance Wi-Fi 6 access point and mesh network extenders to provide world-class Wi-Fi experience. This will also allow Nevada County Fiber to provide high-quality support by understanding the operation of devices that are on the home network. Offering advice to ensuring the very best internet performance and the option to configure parental controls, network intrusion detection, and virus prevention, content filtering, and guest network access.

Telephone support will be available during normal business hours, with 24x7 automated system monitoring and alerts for broadband issues effecting multiple subscribers. As the number of subscribers grows Nevada County Fiber will expand its support capability by initially partnering and eventually hiring dedicated support staff. A business decision has been made to invest in 'carrier-class' equipment and cloud-based support solutions to reduce the cost of 'truck rolls' and support calls which will greatly improve the customer experience and ensure lower support costs.

More than 90% of the proposed project area has registered their interest at www.NevCoFiber.com and I have personally met many of the neighbors who continue to express their gratitude for taking on the task of improved broadband in our community.

4. Project Cost Analysis

A full project budget must be completed and attached as part of this application. Additionally, provide a summary in the table in section 4.3.

4.1. What are the total eligible project costs? [The total eligible expenses include 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.](#)

4.2. How much grant money are you seeking from the Nevada County Last Mile Grant program for this project? [\\$112,947](#)

**up to 50% of the total broadband development cost is eligible to be reimbursed by the county broadband grant, to a maximum of \$250,000.*

4.3. Fill out a PROJECT BUDGET TABLE indicating the sources, uses, and amounts of all funds that will be used for eligible broadband development costs as defined in the guidelines. Attach your full project budget to the grant application. Be sure to include a contingency for project completion.

Sources and Uses of Broadband Grant Funds and Local Match for the Project

PROJECT BUDGET

Use of Funds (Activity-Category)	Amount	Costs Incurred (Y/N)	Date Incurred	Source of Funds (Local portion/County grant)	Date Funds Committed
Equipment/materials	\$38,936	Y	9/31/2021	Nevada County Fiber, Inc	3/31/2021
Prevailing Rate Labor	\$57,992	Y	9/31/2021	Nevada County Fiber, Inc	3/31/2021
Fees/permits/GPS Survey	\$4,172	Y	9/31/2021	Nevada County Fiber, Inc	3/31/2021
Equipment/materials	\$38,936	Y	12/31/2021	Nevada County Fiber, Inc	3/31/2021
Prevailing Rate Labor	\$57,992	Y	12/31/2021	Nevada County Fiber, Inc	3/31/2021
Fees/permits/GPS Survey	\$4,172	Y	12/31/2021	Nevada County Fiber, Inc	3/31/2021
Equipment/materials	\$29,202	Y	3/31/2022	Nevada County Fiber, Inc	3/31/2021
Prevailing Rate Labor	\$43,949	Y	3/31/2022	Nevada County Fiber, Inc	3/31/2021
Fees/permits/GPS Survey	\$3,129	Y	3/31/2022	Nevada County Fiber, Inc	3/31/2021

Explanation of Budget Table

- **Use of Funds (Activity-Category)** – Use the recommended category where possible, creating other categories where anticipated expenses do not fall within one of the recommended categories. You can also add additional rows as necessary
- **Amount** – Total cost of the budget line item

- **Costs Incurred** – Has work on this activity started?
- **Date Incurred** – When was this work done?
- **Source of Funds** – Who is paying for this activity? Please note if it will be included in an invoice for reimbursement from the Nevada County Last Mile Broadband Grant Program.
- **Date Funds Committed** – When were the funds secured from this source?

Nevada County 2021 Last-Mile Broadband Grant Project Details

Feb 2021

Summary	
Total Project Cost	\$ 289,608
Last-Mile Broadband Grant	\$ 112,947
Number of parcels connected	22
Percentage Grant Match	39%
Contingency %	4%

	2021		2022	
	Q3	Q4	Q1	
Equipment/Materials	\$ 38,936	\$ 38,936	\$ 29,202	
Labor (Prevailing Wage)	\$ 57,992	\$ 57,992	\$ 43,494	
Fees/Permits/GPS Survey	\$ 4,172	\$ 4,172	\$ 3,129	
Contingency	\$ 4,212	\$ 4,212	\$ 3,159	
Qtrly Expenses	\$ 105,312	\$105,312	\$ 78,984	\$289,608
# Connected Parcels	8	8	6	22
Grant Reimbursement	\$ 41,072	\$ 41,072	\$ 30,804	\$112,947
				39%

Proposed Grant Payment Schedule

Phase 1 9 homes	\$ 41,072
Phase 2 Additional 8 homes	\$ 41,072
Phase 3 Additional 4 homes	\$ 30,804
	\$112,947

4.4. Attach all written funding commitments from all project funding partners, including public, private, and non-profit or philanthropic sources. [Nevada County Fiber Inc confirms it has funding allocated and committed for the proposed project. See section 4.5 below](#)

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 funding is in place. If yes, you must attach evidence that local match funds are secured. [See appendix F Matching Funds for details of \\$179,811.87 matching funds representing 61% of project costs](#)

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? [None](#)

4.7. Is this project part of a larger build for which the applicant is not requesting Nevada County grant funds? Is there any additional relevant information regarding the investment in the area surrounding the grant project area? [No, this is a continuation of the 2020 Nevada County Last Mile Broadband Grant. In addition Nevada County Fiber Inc has applied for CASF funding for an additional 50 homes in areas adjacent to the project area. See Appendix G Project Area Overview. There is no overlap with funding from any other source such as CASF or RDOF](#)

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

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. Be as specific as possible. [The construction of underground fiber optic broadband networks is capital intensive, without funding it is unlikely that individual property owners will have the financial capability to make a large capital payment to install broadband. The grant funding allows Nevada County Fiber to reach a financially viable model that will allow for quality construction that will provide a reliable broadband access for decades to come, and will be easily expanded to provide almost limitless data, with very low latency for applications and solutions that are being developed.](#)

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. [Nevada County Fiber Inc is ready to continue building, managing, and operating a high-speed fiber-optic network in Nevada County. It has developed a high standard of competency in all of the functional areas including community engagement, construction, and operations. Extensive community outreach has been completed to validate the subscriber demand. The CEO of Nevada County Fiber Inc is uniquely qualified with 25+ years of experience in both general engineering, construction and networking technology, and business management. See Appendix H](#)

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 businesses, new businesses, telecommuting, improved public safety, telehealth care, improved distance learning, and improved service to economically distressed areas.

This question is intended to understand how the applicant worked with the local community in identifying areas of greatest need and determining specific community impacts of broadband connectivity. Narrative here should explain the expected results the project will have on the specific community, not just a general explanation of the positive impact of broadband.

[There is overwhelming need for a significant improvement in local broadband and to demonstrate this I will provide short examples of real stories in my local community, this information is very similar to the 2020 Last-Mile Broadband Grant Application, with some updates from the community. With connections now being made I have heard from the majority of the project area](#)

Please see www.NevCoFiber.com for video testimonials from Jeff Peach, retired teacher and active with the Firewise Coalition, and John Paye both of whom are active community members. John Paye is proposing the development of land to allow more individuals to move to Nevada County, and the close proximity of high speed underground Open Access broadband will make the development much more attractive, which will bring jobs, tax revenue, and children to our local schools

(a) Marcy: She is looking to purchase a home in our community, but has yet to find a home that has adequate and robust reliability. Her realtor sent her a picture of the sign I posted at the Red Dog Rd mailboxes about my plan to offer fiber optic and she was so motivated to tell her story as she felt it would help with my grant application. She works remotely in healthcare as an Infection Prevention Manager, and her husband is a videographer and their #1 need is fast and robust access.

Quote: "I have to believe there are plenty of people like us who could positively contribute to the community but are constrained by the lack of internet infrastructure. It seems like being part of the 21st century economy requires connectivity....Anyway, if there is any way our experience with being thwarted in moving to Nevada City is helpful to your application, please let me know"

(b) Diane: Dianne and her husband are both retired, and Dianne has some well-managed health challenges. They have known about my strong desire to improve broadband for our local community. Their concerns are more focused on safety, which has been compounded by the recent PSPS power cuts where they found that their once reliable traditional phone line stopped working. They are finding their AT&T DSL service to be slow and unreliable and concerned that this could impact their ability to stay in the home if the emerging telemedicine solutions are not available to them due to their weak broadband connection. Since COVID-19 Dianne has been isolated due to health issues, and it was most frustrating that she had to attend a celebration of live via Zoom, but was hardly able to participate due to the poor AT&T DSL service, she will be included in the March/April 2020 connections next

Quote: We're seniors with some medical issues so it's important to have access to everything. With the recent PSPS we didn't have any service at all even though we have a generator. That's the first time that's happened and it was unnerving. We couldn't get any info regarding fires or emergencies in our area. For the first time our landline didn't work either... We sending positive thoughts that this happens. We will be the first to sign up for it for sure!"

(c) Jeff: He moved here with his family three years ago from the Bay area to Nevada County to enjoy an early retirement in the peace and tranquility of the forest just off Red Dog Rd. Unfortunately, he was one of the people that was denied access to AT&T DSL even though the prior owner had service. He was eventually able to obtain wireless service after making a significant capital investment.

(d) Zach: He was born and raised locally, works in elderly care and is a musician in his spare time. He has taken the bold step of creating an impressive sound studio, and the missing ingredient is high-speed broadband that will allow his 21st studio to be on the world stage. Zach now has a fully functional music studio which is helping other local musicians and will be part of the March/April 2020 connections

(e) Christo: He recently became aware of the project and is a professional network engineer who is willing to offer his help.

Quote "I am a fellow network engineer....If there is any way I can help with the fiber internet project, feel free to call. I work from home so this project is incredibly important to me"

(f) Erina: They did not realize that local broadband was so problematic before purchasing their home on Banner. Her husband is a professional musician and has to drive to town to upload and

download large files. They are active internet users with several smart home devices but are growingly frustrated with the poor bandwidth and lack of options. Erina has expressed interest in helping collaborate with local property owners once the CASF grant is approved

Quote “We are beyond excited at the prospect of having high-speed internet...I have looked into every other possibility, which right now is only satellite internet, though my understanding from people who have had it, is that it is barely an improvement from DSL. This has been the single most frustrating situation in regards to choosing to live outside of the city limits”

See Appendix E for more details and community feedback

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.

Entry point Networks is the provider of the Open Access Broadband Solution that operates the subscriber services, they are able to remotely monitor and access the solution should there be needs for any updates or operational issues.

AT&T are the provider of the ADI Fiber Backhaul capability.

Platt Electrical is the local business where electrical and conduit is sourced

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) [See Appendix E](#)

Additional information

Cost per home comparison between similar projects

The critical factor to accelerating the deployment of rural underground fiber optic is to reduce the cost of construction. Nevada County Fiber is committed to a vertically integrated strategy to take full control of the process from initial contact with property owner, though to final connection.

The below table shows comparative costs for similar project areas and the cost difference between underground and aerial. The benefit to underground in our community is resilience to wild land fire and extreme weather which ensures the very best long term broadband connectivity for the community, at the lowest operational cost.

It is projected that the Nevada County Fiber strategy will continue to lower the construction costs per home as volume of community connections grows. This allows for continued network expansion if the availability of public funds is reduced in future years.

In summary the cost per connection with Nevada County Fiber is ~25% less than the original Bright Fiber Network project in 2015, and some 14% less than similar aerial pole based projects.

Project year and name	Cost per connection	Construction type	Public Contribution
1) 2021 Nevada County Last-Mile Broadband	\$13,164	100% underground	\$5,133 (39%)
(1) 2020 Nevada County Last-Mile Broadband	\$14,404	100% underground	\$7,408 (50%)
(2) 2020 Pending Nevada County Fiber CASF grant	\$13,103	100% underground	\$11,792 (90%)
(3) 2020 CASF Pending RACE Nevada City CASF grant	\$15,386	90%+ aerial	\$12,334 (90%)
(4) Original 2015 Bright Fiber Network (BFN) CASF Grant	\$13,873 (1)	95% underground,	\$8,324 (60%)
Updated 2019 BFN project cost (2)	\$27,305	95% underground	\$16,383 (60%)
Final approved BFN/RACE project	\$13,813	75% Aerial	\$8,287 (60%)

(1) When adjusted for inflation the current cost would be \$15,061 per connection https://www.bls.gov/data/inflation_calculator.htm, with a further 18% additional for prevailing wage the equivalent cost per connection in 2020 would be ~\$17,700 per connection.

(2) The 2019 the BFN underground fiber optic project cost was updated to \$53,000,000 for 1,941 connections which is \$27,305 per home. CASF Resolution T-17633 permitted this project to be redefined as 75% aerial at a total cost of \$26,811,315 or \$13,813 per connection. <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M259/K356/259356978.PDF>

Expansion to similar Communities

The approach being developed by Nevada County Fiber for rural fiber optic in the foothills is applicable to many similar communities where there is existing AT&T DSL infrastructure. Often the AT&T DSL infrastructure is connected to fiber optic, which can be leveraged to develop community centric high speed broadband solutions like the Nevada County Fiber network. This approach is not dependent on AT&T as there are other fiber optic solutions available such as Vast Networks who are willing to provide fiber optic backhaul services.

Discussions are in process to present the Nevada County Fiber solution to the Rural County Representatives of California. This could potentially provide similar counties with a proven program to address similar broadband issues. Nevada County Fiber is committed to sharing the construction techniques, best practices with other similar like minded groups to bring relief to rural communities throughout California who continue to fall behind with this critical infrastructure.

Potentially such an approach could create a series of community-owned broadband networks that operate as a collective with the objective of lowering cost and expanding coverage into more remote rural areas.

Selection Criteria & Weights

Grants will be awarded to projects that provide the highest return in public benefits for the public costs incurred and meet all of the statutory requirements. To fulfill this requirement of reviewing applications in an objective and fair manner, applications will be reviewed and evaluated by a team compiled by Sierra Business Council and Nevada County and using the following criteria and point values to assist in systematically awarding grants. The criteria reflect information sought via the grant application questions. To ensure that your application receives its maximum point total, be sure to provide complete responses to the information requested in the application.

100 Points Possible

Project Readiness: 0-30

- Approved engineering and design plan
- Approvals or permits secured, or in process, including CEQA documentation
- Project financing secured and validated by documentation
- All project partners identified and written agreements in place
- Comprehensive proposal
- Team strength and readiness to build, manage, and operate the project

Connections and Community Support: 0-20

- Amount of increase in speed from current service to reach speed goals combined with number of households, businesses, and community anchor institutions passed
- Evidence of community support, including demonstration of customer interest such as potential/current customer surveys and/or canvasses as to desire/need for improved service, letters of support, and take-rate estimates
- Benefits to community anchor institutions.

Financial Soundness and Project Sustainability 0-20

- Identification of eligible costs, leveraging existing broadband, need for funding clearly identified, financial plan, financial strength demonstrated.
- Cost per connection
- Ability to be replicated and/or expand project model

Economic Development & Community Impact Review: 0-20

- Does the project demonstrate economic and community development impacts and how? This might include documenting specific impact statements from businesses as to business retention, expansion, and attraction impact, including home-based businesses and telecommuting. Also, evidence of education, health, and public safety benefits and general quality of life improvements.
- Is the project area economically distressed? This would include documentation that in the proposed project area, unemployment, poverty, or population loss are significantly greater than statewide average and/or would reference median household income and/or percent of students eligible for free or reduced school lunches.
- Does the project support the goals of any particular county specific plan, area specific plan, economic development plan, or energy action plan?

Grant request amount: 0-10 points

- Percent of grant request compared to eligible project costs (a higher local match percentage above 50% will result in a higher application score in this category)

GRANT REQUESTER AMOUNT SCORING TABLE

Exhibit B - Deliverables and Payment Schedule

Reimbursement Schedule (See Appendix A for project cost allocations)

Name: Nevada County Fiber, Inc.

Project: Community of Oak Ridge & Bear Claw Ct.

Deliverables	Amount Reimbursed	Estimated Date
No.1 - Completion of first 11 fiber-to-home connections	\$56,500.00	April 2022
No. 2 - Completion of final 11 fiber-to-home 11 home connections	\$56,500.00	April 2023
Total Reimbursement	\$113,000.00	

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 expenses of project including labor, equipment, permits and any other administrative costs. Organization shall provide a summary report that includes the following sections:

- 1. Project Overview Narrative:** This section shall provide an overview update of the total project progress, including the number of unserved and underserved households or businesses eligible to be served, the number of households or businesses being served, and any unexpected challenges, delays, or other unanticipated impacts to the project.
- 2. Project Phase Narrative:** This section shall provide a detailed narrative on the work completed for the invoiced project phase including detailed information for all expenses of project phase including labor, equipment, permits and any other administrative costs.
- 3. Project Financial Reporting:** This section shall provide detailed financial documentation on the overall project and project phase that includes 1) Project Operating Statement, 2) Project Balance Sheet, and 3) Labor Expenses. Back-up documentation may include but is not limited to project receipts, accounts payable and any other applicable documentation that may be requested by County and/or Project Administrator.
- 4. Project Phase Invoice:** All invoices shall include a) breakdown of total project phase costs, b) total project phase equipment costs, c) total project phase labor costs, and d) total eligible labor costs being requested for reimbursement.
- 5. Invoice Submittal:** All Invoices shall be submitted to County and Project Administrator on the same day. Project Administrator will review each invoice within 15 days and will notify Organization if any additional information is needed. Organization will work directly with project Administrator to answer any questions

or provide any additional documentation requested by Project Administrator or County necessary for the approval of an invoice. Project Administrator will provide County with signed and dated invoice within 15 days of approval and shall cc: Organization. County shall process invoice within 15 days of receipt of approved invoice. County will provide grant reimbursement directly to Organization and will work directly with Organization on any administrative processes related to payment or processing of payment.

Organization shall submit invoices/reports to:

County:

Attn: Elise Strickler

Nevada County Information General Services Agency

950 Maidu Avenue, Suite 130

Nevada City, CA 95959

Elise.strickler@co.nevada.ca.us

Project Administrator:

Attn: Kari Sinoff

Sierra Business Council

P.O. Box 2428

Truckee, CA 96160

ksinoff@sierrabusiness.org

If County has already advanced funds for eligible labor reimbursement activities and later determines that eligible activities have not been provided, Organization shall refund said amounts within five (5) days of demand of County. County at no time shall make payments for any amount in excess of the total of this agreement.

End of document