



**CHURCHILL COUNTY COMMISSIONERS
CC COMMUNICATIONS MANAGEMENT
CHURCHILL COUNTY, NEVADA**

**899 South Maine Street
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Fallon, Nevada 89407
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**Contact Person: Shelly Bunyard, Administrative Assistant
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******NOTICE OF PUBLIC MEETING******

AGENDA
PLEASE POST

PLACE OF MEETING: Churchill County Administrative Building, Commission Chambers,
155 North Taylor Street Suite 145, Fallon, Nevada

DATE & TIME: March 7, 2024 at 1:45 PM

TYPE OF MEETING: Regularly Scheduled CC Communications Management Meeting

If you wish to make public comment, you may provide them at the meeting or via email, no later than 4:30 PM the day before the meeting, to shelly.bunyard@cccomm.co.

Notes:

- I. These meetings are subject to the provisions of Nevada Open Meeting Law (NRS Chapter 241). Except as otherwise provided for by law, these meetings are open and public.***
- II. Action will be taken on all Agenda items, unless otherwise noted.***
- III. The Agenda is a tentative schedule. The CC Communications Management Board may act upon Agenda items in a different order than is stated in this notice – so as to affect the people’s business in the most efficient manner possible.***
- IV. In the interest of time, the CC Communications Management Board reserves the right to impose uniform time limits upon matters devoted to public comment.***
- V. Any statement made by a member of the CC Communications Management Board during the public meeting is absolutely privileged.***
- VI. All persons participating in the meetings are put on notice that an audio and video***

recording is made of these meetings.

AGENDA:

1. **Call to Order.**
2. **Public Comment.**
3. **Verification of Posting of Agenda.**
4. **Consideration and possible action re: Approval of Agenda as submitted or revised.**
5. **Consideration and possible action re: Approval of Minutes of the meeting held on:**
 - A. February 1, 2024
6. **New Business.**
 - A. Consideration and possible action re: SERVICE PROVIDER AGREEMENT BETWEEN CC COMMUNICATIONS AN ONGOING OPERATION OF CHURCHILL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND STOREY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, together with the associated MOU
 - B. Consideration and possible action re: approval of Pole Right Transfer Agreement between CC Communications and Comstock Community Television
 - C. Consideration and possible action re: participation in USDA funded feasibility study for broadband projects in Lyon, Mineral, and Nye Counties
 - D. Consideration and possible action re: regarding overview of network upgrades (switch and transport gear).
 - E. Consideration and possible action re: update to NTIA grants.
7. **Reports: General Manager Report.**
8. **Closed Session to Discuss Labor Negotiations Pursuant to N.R.S. 288.220.**
9. **Affidavit of Posting:**
10. **Public Comment.**
11. **Adjournment.**

STATE OF NEVADA)
 : ss.
County of Churchill)

*I, Shelly Bunyard, Administrative Assistant, do hereby affirm that I posted, or caused to be posted, a copy of this notice of public meeting, on or before the **1st day of March, 2024** between the hours of **1 pm and 5 pm**, at the following locations in Churchill County, Nevada:*

1. *Churchill County Administration Building, 155 N. Taylor St., Fallon, NV;*
2. *The CC Communications Website @ www.cccomm.info;*
3. *The State of Nevada Website @ <https://notice.nv.gov/>.*



Shelly Bunyard, Administrative Assistant

Shelly Bunyard, Administrative Assistant, who was subscribed and sworn to before me this March 1, 2024



Pamela D. Moore, Deputy Clerk to the Board

Endnotes:

Disclosures:

**CC Communications is an equal opportunity provider and employer.*

Accommodations/Nondiscrimination:

**Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the CC Communications Executive Office in writing at P.O. Box 1390, Fallon, NV 89407 (Attn: Shelly Bunyard), or by calling 775-423-7171 ext. 1215 at least two days in advance.*

**In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies or complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency [(775)423-4092] or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter*

addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the Complaint Form, call (866)632-9992. Submit your completed form or letter to USDA by:

1. *Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*
2. *Fax: (202)690-7442; or*
3. *Email: program.intake@usda.gov.*

Procedures:

**The public meetings may be conducted according to rules of parliamentary procedure.*

**Persons providing public comment will be asked to state their name for the record.*

**The CC Communications Management Board reserves the right to restrict participation by persons in the public meeting where the conduct of such persons is willfully disruptive to the people's business.*

**All supporting materials for this Agenda, previous Agendas, or Minutes are available by requesting a copy from the CC Communications Office, 775-423-7171 ext. 1215. During the meeting, there will be one copy available for public inspection. Additional copies are available by making the request from the CC Communications Office. You are entitled to one copy of the supporting materials free of charge.*

MINUTES OF THE CC COMMUNICATIONS MANAGEMENT

155 N. Taylor St., Fallon, NV 89406
February 1, 2024

Call to Order:

The regular meeting of the CC Communications was called to order at 1:45 PM on February 1, 2024.

PRESENT: Commissioner Myles Getto
Commissioner Harry Scharmann
General Manager Mark Feest
Chief Financial Officer Jamie Hyde
Administrative Assistant Shelly Bunyard

ABSENT: Commissioner Justin Heath

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Verification of Posting of Agenda:

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 26th day of January, 2024 between the hours of 1 pm and 5 pm at all of the locations listed on the Agenda, in accordance with NRS 241.

Consideration and possible action re: Approval of Agenda as submitted or revised:

Commissioner Harry Scharmann made a motion to approve the Agenda as submitted. Commissioner Myles Getto seconded the motion, which carried by unanimous vote.

Consideration and possible action re: Approval of Minutes of the meeting held on:

A- November 2, 2023

The Minutes of the meeting held on November 2, 2023 are submitted for the board's consideration and approval.

Commissioner Harry Scharmann made a motion to approve the Minutes of the meeting held on November 2, 2023 as submitted. Commissioner Myles Getto seconded the motion, which carried by unanimous vote.

B- December 7, 2023

The Minutes of the meeting held on December 7, 2023 are submitted for the board's consideration and approval.

Commissioner Harry Scharmann made a motion to approve the Minutes of the meeting held on December 7, 2023 as submitted. Commissioner Myles Getto seconded the motion, which carried by unanimous vote.

New Business:

A- Consideration and possible action re: Adoption of Resolution 4-2024, a resolution authorizing an equity transfer of \$500,000.00 from the CC Communications Long Distance Enterprise Fund, \$3,000,000 from the Broadband Enterprise Fund, and \$5,600,000 from the Telephone Enterprise Fund to the CC Communications CAP Enterprise Fund and other matters related thereto.

Jamie Hyde, CC Communications. We are looking for a motion to approve the resolution. We waited until we had the audited figures to see what the due to due from was for the CAP, because there was so much movement in that account. Now we are asking the equity transfers to true up the rest.

Chairman Myles Getto asked if there was any public comment but there was none.

Commissioner Harry Scharmann made a motion to approve Resolution 4-2024, a resolution authorizing an equity transfer of \$500,000.00 from the CC Communications Long Distance Enterprise Fund, \$3,000,000 from the Broadband Enterprise Fund, and \$5,600,000 from the Telephone Enterprise Fund to the CC Communications CAP Enterprise Fund and other matters related thereto. Commissioner Myles Getto seconded the motion, which carried by unanimous vote.

B- Consideration and possible action re: authorization for CC Communications management to file a Notice of Intent to File Application for Adjustment in Rates Pursuant to NAC 703.

Mark Feest, CC Communications. The Nevada Universal Service Fund (NUSF), is similar to the Federal Universal Service Fund which we receive subsidies based upon our costs as a provider of last resort and national averages. If it's over 135%, you're eligible for recovery. Nevada has its own state fund for just local telephone service. It will look at your cost to provide local dial tone. We are a provider of last resort, meaning any reasonable request, we would have to provide telephone service. For example, we are about \$50,000.00 into a deployment for a geothermal plant that made a request for telephone service. They would pay us the same amount as somebody requesting telephone service on Keddie Street would pay us. It's because those rates are balanced across everyone. For the geothermal plant, we have to shoot down a radio signal for dial tone from the top of a mountain at Job's Peak. When we had 155 mph., winds on the top of that mountain, the antenna blew down. We had to purchase and put a new antenna back up at Job's Peak. About a month later, there was another windstorm that blew 155 mph up there. The storm moved the new antenna a few inches, which required a snow cat to go back up and fix the antenna. It goes on and on. That's why when you're a provider of last resort, you become eligible for recovery under Universal Service Funds. That is the reason we are providing plain old telephone service irrespective of actual costs to provide this service.

Historically, those obligations for provider of last resort, they are paid for by the rate payer who pays a reasonable rate. Intercarrier Compensation is an amount of money that is passed between two local telephone companies. In our case, often times it's us and AT&T. Those go to zero, because the FCC says they want explicit charges in that regime. Federal Universal Services has been reduced for local dial tone. Currently, we have costs for being a provider of last resort that are not fully recovered by rate payers, Federal Universal Services or intercarrier compensation. This theoretically makes us eligible to get Nevada Universal Service Funds. Currently, all but two eligible carriers collect NUSF. CC Communications and one other eligible carrier are not collecting NUSF. AT&T and Century Link are not eligible, but they pay into the system the same as we do. CC Communications customers along with all telephone customers in Nevada pay into the NUSF. CC Communications collects and remits those payments to the Public Utilities Commission of Nevada (PUCN).

In order to collect Nevada Universal Service Funds, it requires that we do a “rate case” before the Public Utilities Commission of Nevada. We are unique, as a county owned entity, we are not subject to rate regulations by the PUCN. We never change the rates because now the FCC is the one that dictates the rates. To start a rate case, you go into the PUCN and present all of your costs to provide local dial tone; what you charge your customers; what you receive in intercarrier compensation; and what you receive from Federal USF for local dial tone. Then there will be a delta between Federal USF and Intercarrier Compensation on what you charge the customer and what it actually costs to provide those services. That delta is where you can get the Nevada Universal Service Funds. The PUC has to agree that the rates you are charging are reasonable and they will get authority to tell you that you need to raise your rates. They may say before we pay you \$10 per customer because we think you’re \$10 short charging per customer, then you have to raise your rates by \$5 per customer and we will give you \$5 per customer. They want to ensure that you are not undercharging your customers and then making a revenue off of Universal Service. Presently, we do nothing of the sort with the PUC.

Commissioner, Myles Getto. That’s our opinion that we are not below the going rate. Who dictates that?

Mark Feest, CC Communications. I don’t think this is really going to be an issue. We will see if this gets approved to move forward. Currently, the FCC sets a rate floor, and we meet that rate floor. The FCC did it for that purpose because they felt they were paying out too much USF money. There were some companies when the rate floor was imposed, they were charging \$6 for dial tone and then collecting the difference from the FCC. Whatever our dial tone rate is, it’s exactly the number that the FCC says you have to charge at least that much.

A successful application for NUSF requires that “rate case” goes before the Public Utilities Commission of Nevada. During that “rate case”, they will establish reasonable costs and reasonable rates and again the delta between what we’re recovering in other places and that reasonable costs is what we would be eligible for.

I’m asking for approval to file a Notice of Intent. The notice must be filed by April 5, 2024.

Commissioner Harry Scharmann. Why are we filing a Notice of Intent?

Mark Feest, CC Communications. If we want to file an application to collect NUSF, we first must file a Notice of Intent by April 5th, stating we plan to do that. Their staff can then interact with our staff to see if there are any differences of opinions. When we file the Notice of Intent, they will then provide us a data request. They will want to know our financial information to determine what it costs to provide services on average in Churchill County. This only goes to Churchill County. They will also look at our expenses and could come back and say our cost to provide the service is inflated because this expense is too high. The process is started by filing the Notice of Intent.

It will cost approximately \$1,000.00 to file a Notice of Intent. If you approve the filing of the Notice of Intent, we will get a dialog started with the PUCN staff as soon as possible. We will not wait until April 5th to file it and upon approval we will be filing it within 10 days from now.

We want to determine if they foresee a problem with this “rate case” because we are owned by a county and not subject to the PUC. They will probably say there are some issues there.

Commissioner Harry Scharmann. Is that a problem?

Mark Feest, CC Communications. I am expecting they are going to say, since you’re not subject to us for rates, how can we do a “rate case”. We would then have to make some sort of decision where we enter into an agreement with them, that we will subject ourselves to regulation for five years, if we can do a “rate case”. To get the dialog started, we have to file a Notice of Intent. Chief Civil Deputy District Attorney, Joseph Sanford was also on the telephone call with me with the accounting consultants on how this will all flow.

After we file the Notice, we will engage Cooper White, which is a Law Firm out of Sacramento. Patrick Rosvall is a partner at that law firm and would be the attorney writing up the Notice of Intent. He has handled every single “rate case” in the state of Nevada for at least a decade. He has had 100% success in collecting Universal Service Funds when applied for.

The PUCN staff will normally respond with a data request to us. We may see an objection regarding CC Communications’ ability to recover NUSF. Our attorney, Joe and together with Cooper Whites’ attorney, Patrick Rosvall will need to address that legal question if it arises. The most likely scenario is that they would say we need to enter into a consent agreement that we will be subject to PUC to the extent necessary to collect NUSF.

I do not think because we meet the FCC’s floor rate that they will drive up our rate higher. The other company’s rates are not being driven higher. In the event they tell us the rate is too low, we have two options; one is to raise the rate and the second is to just eat it. If they say we are \$10 per customer short on recovery, but they think our price should be \$2 higher, we can get \$8 from them and eat the \$2. As opposed to being mandated to raise the rate \$2. They will say we will not give you the whole \$10 because you should be charging \$2 more. If you choose not to charge that \$2, then you’re just out the \$2.

We would need to determine what additional oversight the PUCN staff envisions, if CC Communications submits to jurisdiction for NUSF. If the PUCN staff has concerns with the respect to legal ability to recover from the fund, Chief Civil Deputy District Attorney Joe Sanford, Cost Accountants, Moss Adams, Cooper White and CC Communications Management will discuss potential next steps and return to the board. Once a Notice of Intent is filed and a date of request is provided, we will work towards estimating costs based upon scope of requirements of the PUCN. We will return to the board with the estimated costs and projected 5-year return if successful.

The way the “rate case” works is you do the calculation and tell them you’re eligible for NUSF. I have been told by the nine other companies who have collected, that after you tell them you’re eligible, they will come back and say you’re wrong. Then you will enter a period where you negotiate and hopefully come to an agreement on what you’re eligible for. Once you’re eligible for it, you don’t do anything again for 5 years. This will run calendar year from January 1, 2025, through December 31, 2030. Coming into the 5th year you will have to do another “rate case” if

you feel you're going to continue to be eligible for NUSF.

I am asking for approval to file the Notice of Intent and after we then start collecting information and have a dialog back and forth with the PUCN staff, we will return to the board for permission to move forward or notification that things didn't work out as expected. If we can move forward, we will ask for approval to move forward with the 2nd phase, which is, file an application for adjustment of rates. That must be filed by June 5, 2024. On May 16, 2024, we have to have a required sit down with staff. We will not get to the sit down, unless we come back to the board and advised this looks promising. You have to file an application for an adjustment in rates which includes being eligible for NUSF. During that time, we have to establish our local network costs to serve as a provider of last resort. We will have to establish our revenue requirements, reasonable rates and other revenue sources. We will have to establish the difference between all of that revenue and what our revenue requirement is. That delta is that NUSF. For example, if our revenue requirement was \$100 and the total reasonable rates was \$25, the FUSF intercarrier compensation is \$50 totaling \$75, then \$25 would be available in NUSF. Between filing the Application, which is June 5, 2024, and October 2024, you will be working with the PUCN staff to agree on all of those numbers. If you fail to agree on those numbers, it will result in a hearing. According to Moss Adams and Cooper White, they are 100% it will not go to a hearing.

Today we are simply requesting a motion to authorize the filing of a Notice of Intent. This goes with the understanding that there will be internal time on our part and then filing costs are estimated to be around \$1,000 but not to exceed \$5,000 for external costs for Moss Adams and Cooper White. Thereafter, management will return to the Board once scope is better to find with PUCN staff to determine if we want to go forward with the actual fund.

Chairman Myles Getto asked if there was any public comment but there was none.

Commissioner Harry Scharmann made a motion to authorize CC Communications Management to file a Notice of Intent to File Application for Adjustment in Rates pursuant to NAC 703. Commissioner Myles Getto seconded the motion, which carried by unanimous vote.

C- Consideration and possible action re: motion to accept the bid of NNE Construction, Inc., for construction of telecommunication facilities in Spring Creek Nevada and to ratify the Agreement for Telecommunication Facilities Installation as presented.

Mark Feest, CC Communications. The Spring Creek grant sometimes gets new things thrown upon us or indication that something wasn't completed. When we put together the entire bid proposal, we used NNE as our contractor and NNE's pricing. This was all built into the grant. The grant was approved. Then at the last minute before we were ready to get started and the environmental were completed, they then said we had to put this out to bid for construction. We put it out to bid for construction and had one respondent which was NNE. We were fortunate that they didn't change any numbers, because it took so long to get to that point that we had inflation. When we received the bid, it did not change anything that previously had been approved. My fault, I didn't bring it back to the board.

We are going through a desk audit with NTIA and one of things they asked for was our board's approval of the bidder. We went back and checked our files and realized I must have missed

that. All of the prices they used for the bid were previously approved by this board, but the actual bid was not. They have asked us to come to this meeting to have the motion approved as stated to accept the bid from NNE. Chief Civil Deputy District Attorney, Joseph Sanford wrote this motion and all of the bid paperwork for construction of telecommunications facilities in Spring Creek, Nevada and to ratify the agreement for telecommunications facilities installation as presented. That information is all in this agenda packet.

Chairman Myles Getto asked if there was any public comment but there was none.

Commissioner Harry Scharmann made a motion to accept the bid of NNE Construction, Inc., for construction of telecommunication facilities in Spring Creek Nevada and to ratify the Agreement for Telecommunication Facilities Installation as presented. Commissioner Myles Getto seconded the motion, which carried by unanimous vote.

Reports: General Manager Report:

1. Switch Upgrade
 - a. February/March Installation
 - b. March /April migration
 - c. Installation and migration to Telco Bridges
2. Transport Upgrade Phase I & II
 - a. Phase 1 (route between Fallon, TRIC, and Reno) February
 - b. Phase 2 (route from North to South) March/April
 - i. Coordinating Fibers
 - ii. Coordinating temporary space and power in POPS
3. 2024-2025 Budget
 - a. CAP
 - i. Elko
 - ii. 4 Tribe Grants
 - iii. SCA Grant construction
 - iv. Storey County
 - b. TEL/Broadband
 - i. Fallon ISP upgrades
 - ii. Fallon Apartments
 - iii. Fallon FTTH
 - c. Created timeline based upon schedule provided by Comptroller
4. Grants
 - a. SCA
 - i. Desk Audit February 13, 2024
 1. Jamie's group has primarily been responsible for providing data to NTIA and Elko County
 2. In review with NTIA
 3. Day of "desk audit" will be final day to resolve outstanding issues prior to "desk audit" completion.

- ii. Weather including snow, freeze, and now mud has halted construction. We must quantify all delays such as NTIA start date, environmental and historical preservation, and weather.
 - iii. Take rate in the delayed SCA area continue to be below projections
 - b. Tribal
 - i. 1/31/24 – ITCN/NTIA/Provider conference call regarding ongoing environmental review (Te-Moak and YPT).
 - ii. ITCN/Provider construction agreement has been reviewed and commented on by Deputy DA
 - iii. WRPT is in environmental review (not an ITCN project)
 - iv. FPST remains in negotiation for agreements
4. Storey County FTTH
- a. Draft contract between Storey and Churchill County
 - b. Draft contract between Comstock and Storey County for obtaining pole rights/obligations held by Comstock
 - c. Last mile construction quote
 - i. Need materials quote
 - ii. As with grant projects and internally funded FTTH, prices have increased for both materials and construction since these projects were originally estimated.
 - 1. As you may recall, I provided articles on two large telecommunications companies that have had to significantly reduce their FTTH plans after exhausting Capex funding at around 60% of their builds due to inflation.
 - d. Middle mile construction and material quote
 - e. Once we have agreement from the other parties on 4a and 4b, as well as final 4c(i), this should come before the Churchill County Commission.
5. NOC + Services
- a. We have received a proposal and explanation for NOC + services from JSI
 - b. Reviewing references
 - c. Expectation is that we will enter an agreement for NOC + services
 - i. 24x7 Network Monitoring, Alarming, Management, and Incident Response
 - ii. Tier II and Tier III escalation
 - iii. Server Application Redundancy
 - iv. Primary point of contact for all tickets (between our trouble desk and ISP engineering team)

Affidavit of Posting:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Adjournment:

The meeting was adjourned at 2:28 p.m.

APPROVED: _____
Myles Getto, Chairman

APPROVED: _____
Harry Scharmann, Vice, Chairman

APPROVED: _____
Justin Heath, Commissioner


Shelly Bunyard, Administrative Assistant


Mark Feest, General Manager/CEO



CC Communications Agenda Report

Date Submitted: February 28, 2024

Agenda Item #: New Business - A

Meeting Date Requested: March 7, 2024

To: Board of Churchill County Commissioners

From: Mark Feest, General Manager / CEO

Subject Title: Consideration and possible action re: SERVICE PROVIDER AGREEMENT BETWEEN CC COMMUNICATIONS AN ONGOING OPERATION OF CHURCHILL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND STOREY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, together with the associated MOU

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to approve the Agreements for deployment of fiber to the premise in Virginia City and Gold Hill, Nevada.

Discussion: CC Communications, together with Storey County and its consultants (Rural Innovations Strategies, Inc.), began discussions in 2022 regarding how we could work together to bring broadband to Virginia City, Gold Hill, and Virginia Highlands. The attached agreement reflects the joint efforts of CC Communications and Storey County. The Agreement and MOU were drafted by Chief Civil Deputy DA Sanford together with Storey County DA's office. At the meeting we will go through the financial terms of the agreement, service projections, opportunity and potential risks.

Alternatives: Given that this is the first time the Board will have the opportunity to discuss the terms of the envisioned relationship, as always, the Board has the option to continue the item to ensure all questions are answered prior to a final decision. Due to the high cost of reaching these locations, the economic commitment of Storey County is needed to deploy a sustainable network. Therefore, the project is dependent upon entering this, or a substantially similar, agreement with Storey County.

Fiscal Impact: Final numbers are being worked out and will be provided at meeting

Explanation of Impact: Final numbers are being worked out and will be provided at meeting

Funding Source: 2024-2025 Budget and Storey County payment in the amount of \$1.5 million


Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: February 29, 2024



Jamie Hyde, Chief Financial Officer

Date: February 29, 2024

Board Action Taken:

Motion: _____

1)	None	<u>Aye: 0</u>
2)	None	<u>Nay: 0</u>



(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

SERVICE PROVIDER AGREEMENT
BETWEEN
CC COMMUNICATIONS AN ONGOING OPERATION OF
CHURCHILL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA
AND
STOREY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) entered into as of the ____ day of _____, 2024 is made by and between **CC Communications** an ongoing operation of Churchill County Nevada, a political subdivision of the State of Nevada, (“CC Communications”) and Storey County, a political subdivision of the State of Nevada, (“Storey County”) each of Storey County and CC Communications may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WHEREAS, CC Communications has been a telecommunications provider in Northern Nevada for over 125 years with experience in nearly every telecommunication advancement during that period. CC Communications has an extensive network of fiber to the home (FTTH) systems within Northern Nevada, including operations in Elko and Spring Creek; and,

WHEREAS, Storey County is a political subdivision of the State of Nevada empowered to address local concerns such a telecommunication services, and would be benefitted by the deployment of a fiber optic network within the project area; and

WHEREAS, CC Communications has designed, engineered, and created a capital budget for the project, for which Storey County has reviewed and determined meets the needs and expectations of its citizenry at a fair cost; and

WHEREAS, each Party recognizes the efficiencies realized in the construction of a fiber optic network within Storey County to effectuate the operations desired by both Parties and to best serve the members of the public, and is willing to work in partnership to achieve those goals with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which the Parties hereby acknowledge, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1: TERM OF AGREEMENT

- 1.1** This Agreement shall become effective on _____, 2024, the effective date. This Agreement shall be in effect for a period of ten (10) years expiring on _____, 2034.
- 1.2** This Agreement shall automatically renew for five (5) year terms unless either party provides notice of non-renewal at least one (1) year prior to the end of the then current term. Upon notice of intent not to renew, the parties will enter a ninety (90) day good faith negotiation period during which time they will (1) agree to a transition plan, or (2) enter mutually agreeable changes to the then current terms of the Service Provider Agreement.

ARTICLE 2: TELECOMMUNICATION SERVICES AND FEES

- 2.1** CC Communications shall deploy fiber network infrastructure (the “Network”) in Storey County substantially as set forth in the attached Network Plan, see Exhibit 1, to provide broadband service within a portion of Virginia City, (the “Service Area”).
- 2.2** CC Communications shall make available to Storey County residents within the Service Area telecommunication services including Fiber to the Home broadband internet, Commercial Broadband Service, and Enterprise Broadband Service as set forth in an accompanying Memorandum of Understanding between the Parties. Customers must agree to a standard Internet Acceptable Use Policy and an Acknowledgement of Plan Selection prior to receiving service.
- 2.3** Throughout the life of this Agreement, CC Communications shall offer and market Enterprise Broadband Service throughout the Service Area, with plans that are reasonably calculated to meet the bandwidth and other broadband-related needs of community anchor institutions and other enterprise broadband users available at the time the Customer subscribes to services.

- 2.4 Storey County shall provide CC Communications with access to all public and non-public rights-of-way and/or easements under its control through which the fiber network may be deployed.
- 2.5 CC Communications shall provide standard broadband service to designated government services buildings identified in the Network Plan without cost to Storey County.

ARTICLE 3: CAPITAL FUNDING

- 3.1 Storey County shall provide Churchill County funds in the amount of one-million five hundred thousand (\$1,500,000) to be used solely to purchase and deploy fiber network infrastructure in Storey County as set forth in the Network Plan.

ARTICLE 4: PRIVATE DATA SECURITY

- 4.1 CC Communications will not collect personal data from a customer's use of services, except when compelled by law or for use in network management and troubleshooting.
- 4.2 CC Communications will never sell customer data.
- 4.3 CC Communications will not block lawful internet traffic.

ARTICLE 5: DEPLOYMENT OF INFRASTRUCTURE

- 5.1 CC Communications shall deploy last mile FTTH Active Ethernet or XGS-PON at the locations described in the attached Network Map. See Exhibit 1. Installation will be performed by CC Communications employees or its licensed contractors.
- 5.2 CC Communications shall utilize its existing fabric core and fiber network to integrate Storey County customers in a like manner as Churchill County, Spring Creek, and Elko customers.
- 5.3 Deployment of infrastructure shall be done substantially in compliance with the Network Plan.
- 5.4 CC Communications and Storey County shall collaboratively review opportunities to expand services outside of areas identified in the network plan, including federal and state grant opportunities. CC Communications shall specifically review any potential opportunities to expand to the Virginia Highlands in good faith. The terms

of any agreement to deploy infrastructure outside of the network plan shall be part of a separate agreement.

- 5.5** CC Communications and Storey County agree that the Network Map is based partially upon utilization of poles and infrastructure associated with the Comstock Pole Agreement attached hereto as Exhibit B. Should any third-party necessary for utilization of Pole infrastructure refuse to allow access as contemplated hereunder, Storey County and CC Communications agree to meet and discuss in good faith amendments to the Network Map as may be required to facilitate deployment.

ARTICLE 6: OWNERSHIP

- 6.1** The fiber infrastructure deployed shall remain the sole and exclusive property of CC Communications and legal title shall be held by CC Communications. CC Communications may not (a) place any lien or encumbrance on the Network or (b) sell, lease or otherwise transfer the Network to any other party, without Storey County's consent, in each case solely to the extent such lien, encumbrance, sale, lease, or transfer materially impacts the Services to be provided by CC Communications. CC Communications shall pay any and all federal, state and local property or other taxes associated with the ownership of the Network.
- 6.2** Storey County shall not authorize any other telecommunication service provider to utilize the infrastructure during the term of this Agreement or without the prior written consent of CC Communications.
- 6.3** CC Communications shall install and own all electronic components utilized in the operation of the fiber network associated with the deployed infrastructure, as well as other infrastructure. CC Communications shall be responsible for the payment of any and all maintenance and license fees and costs associated with the electronic components.

ARTICLE 7: RIGHT OF FIRST REFUSAL

- 7.1** Should this Agreement terminate or not be renewed for the convenience of CC Communications or due to its breach of any material term herein, CC Communications shall offer to a telecommunication service provider of Storey

County's choice, the right of refusal to purchase all fiber infrastructure and electronic components, and all associated warranties and maintenance materials, for the then existing depreciated value of the network.

ARTICLE 8: MAINTENANCE

- 8.1** During the term of the Service Provider Agreement, CC Communications shall pay for all maintenance costs associated with infrastructure deployed as part of the Project Plan. Maintenance shall be dictated by network performance measures, alarms, and visual inspections. CC Communications shall further maintain all electronics and equipment attached to any pole utilized as part of the Network Plan.
- 8.2** CC Communications or its contractors will regularly inspect facilities and infrastructure at least once per month.
- 8.3** CC Communications shall respond to all trouble tickets generated by CC Communications customers.

ARTICLE 9: PERFORMANCE STANDARDS

- 9.1** CC Communications shall comply with all FCC requirements for the performance of facilities installed pursuant to this Agreement. CC Communications shall further comply with all proposed and adopted FCC performance testing measurements for speed relative to subscribed service.

ARTICLE 10: DEFAULT AND TERMINATION

- 10.1** A Party shall be in default under this Agreement if it materially violates any applicable law, regulation, statute, ordinance, code or other legal requirement with respect to the obligations hereunder or fails to perform any material obligation under this Agreement, and such breach is not remedied within thirty (30) days after receipt of a Dispute Notice as contemplated under Article 13.
- 10.2** In addition to any remedies available at law or in equity, the non-defaulting Party hereunder may terminate this Agreement upon the occurrence of default.

10.3 OBLIGATIONS:

10.3.1 The Parties agree that CC Communication's obligations under this Agreement that derive from the Grant, are material obligations, and CC Communication's failure to perform such obligations shall give Storey County the right to terminate this Agreement.

10.3.2 If Storey County terminates this Agreement for default by CC Communications, or if CC Communications terminates this Agreement for its own benefit, CC Communications will preserve and protect the Network at its own expense while it works with Storey County in good faith to transition the performance of activities under this Agreement to another party selected by Storey County. CC Communication will retain responsibility for operating and maintaining the Network until another party agrees to take on this responsibility. The provisions of this Section 9 shall survive termination of this Agreement. For avoidance of doubt, the provisions of this Section shall not apply should CC Communications terminate this Agreement for default by Storey County or should either Party elect not to renew the Agreement as contemplated in Article 1.

ARTICLE 11: ASSIGNMENT.

11

11.1 Neither Party may transfer or assign, voluntarily or by operation of law, this Agreement or its duties and obligations contained in this Agreement without the prior written notice to and written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

ARTICLE 12: REPRESENTATIONS AND WARRANTIES

12

- 12.1** Each Party represents and warrants that the undersigned has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of their companies; it has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement; the execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject; and no litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the Parties hereunder.

ARTICLE 13: INDEMNIFICATION

13

- 13.1** Each Party shall indemnify, defend and hold harmless the other Party and its respective directors, officers, agents, employees, successors and assigns from and against all Claims sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those Claims arising from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 14: LIMITATIONS OF LIABILITY

14

- 14.1** Each Party shall not be liable for loss or damage occasioned by a Force Majeure Event and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Each Party's total liability to the other Party in connection with this Agreement for any and all causes and Claims whether based in contract, warranty, negligence or otherwise shall be limited to the actual direct damages sustained by the other Party.
- 14.2** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 12 ABOVE AND EXCEPT FOR CLAIMS ARISING FROM A

PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

ARTICLE 15: NOTICES

15

- 15.1** All notices shall be in writing and shall be delivered by certified mail return receipt requested or by nationally recognized overnight delivery that provides proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices including any Dispute Notice which identifies the default of either party to a term of this Agreement shall be addressed to the Parties as specified below:

If to CC Communications: CC Communications
899 S. Maine Street
Fallon, NV 89406
Attention: Mark Feest
775-423-7171

If to Storey County: Storey County

ARTICLE 16: GOVERNING LAW & WAIVER OF JURY TRIAL

16

16.1 This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Nevada, without reference to its conflicts of law principles. Each Party hereby submits to the jurisdiction and venue of the courts in Storey County for purposes of any litigation related to the Agreement and irrevocably waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any Party thereto. Each Party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any Claim arising out of or related to this Agreement.

ARTICLE 17: TAXES AND FRANCHISE, LEASE AND PERMIT FEES

17

17.1 Any Tax consequence arising from the transaction described herein shall be the financial responsibility of the Party upon which such incident falls. The Parties agree to file their respective Tax returns on such basis and, except as otherwise required by law, not to take any positions inconsistent therewith.

ARTICLE 18: MISCELLANEOUS

18

18.1 Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or

termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Termination or expiration of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of such termination or expiration. Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement as further described herein.

18.2 Relationship of the Parties. The relationship of the Parties is that of independent contractors and not as the agent, employee or legal representative of the other. Each Party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations.

18.3 Amendment. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties.

18.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of the terms, provisions, or conditions of this Agreement. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Any capitalized terms used in this Agreement but not defined herein shall have the meaning defined in the applicable Underlying Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

- 18.5 Severability.** In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.
- 18.6 Waiver of Compliance.** Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions. To the contrary, the same shall remain at all times in full force and effect.
- 18.7 Joint Work Product.** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.
- 18.8 Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.
- 18.9 Entire Agreement.** This Agreement, including any Exhibits, contains the entire agreement between the Parties relating to the rights, duties and obligations granted and assumed herein and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the Parties relating to the Agreement shall be binding upon the Parties. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party.
- 18.10 Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date last written below ("Effective Date").

CC Communications

Storey County

By: _____

By: _____

MYLES GETTO

JAY CARMONA

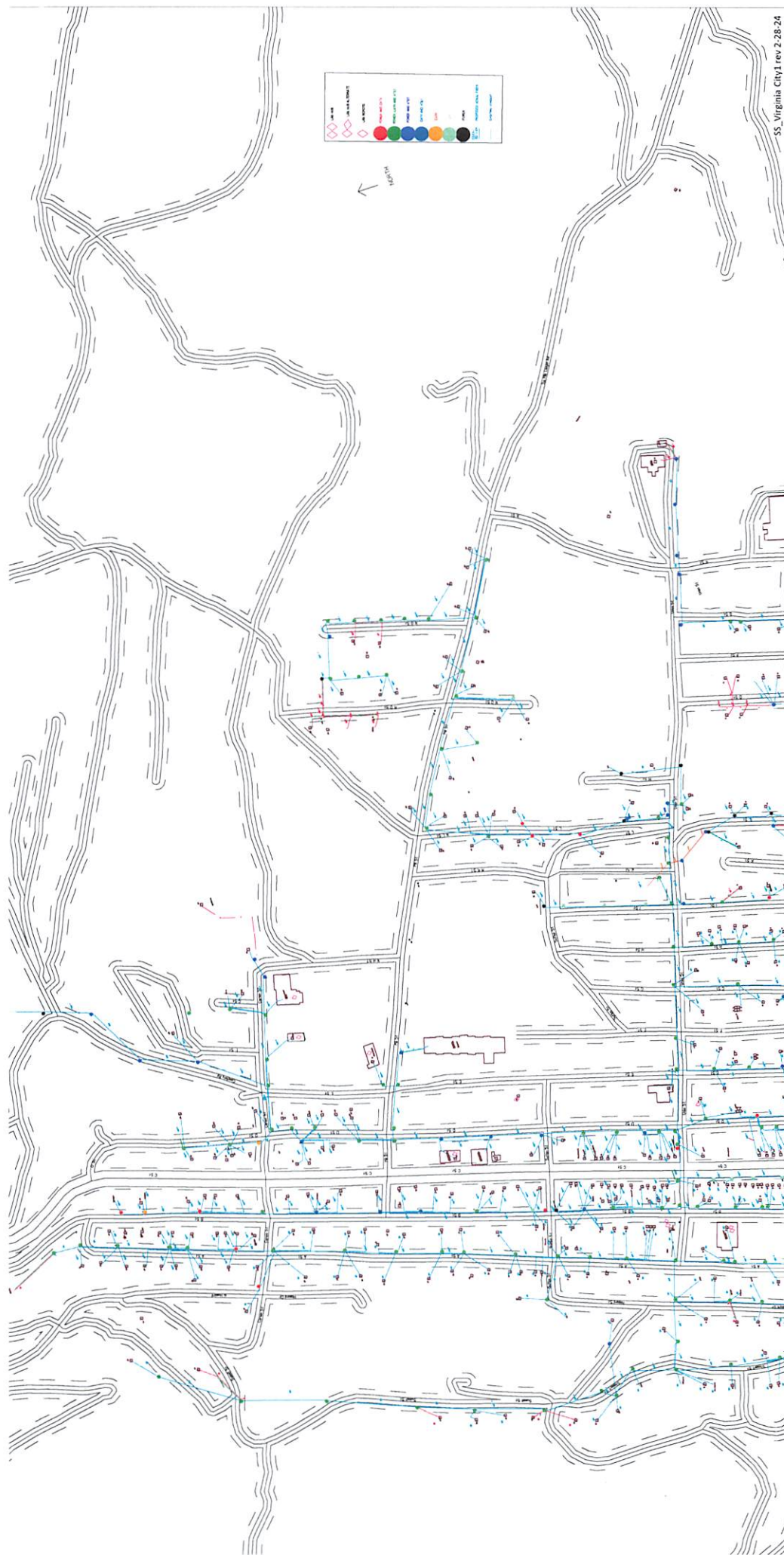
CHAIRMAN, CHURCHILL COUNTY
BOARD OF COUNTY
COMMISSIONERS

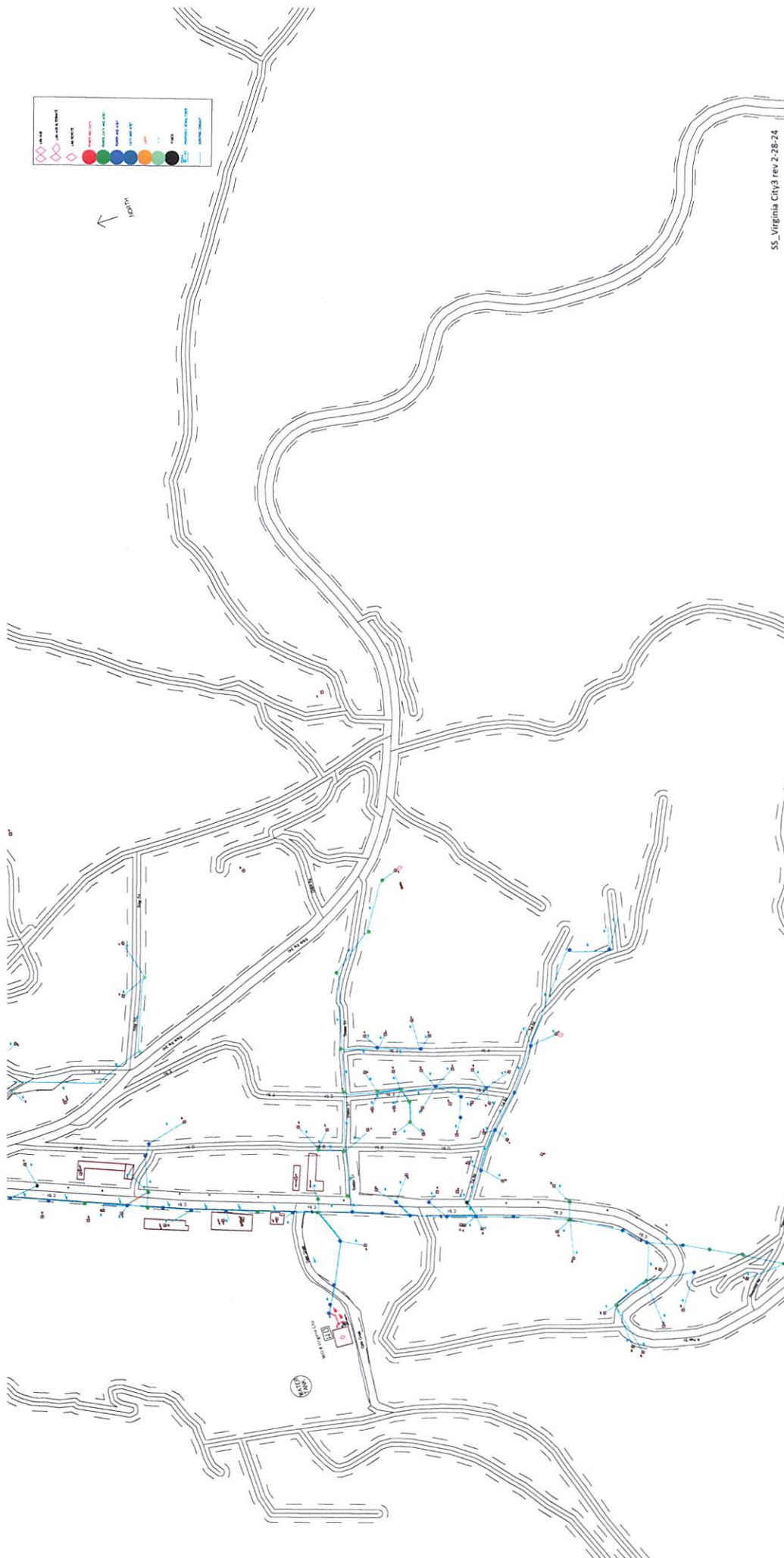
CHAIRMAN, STOREY COUNTY
BOARD OF COUNTY COMMISSIOENRS

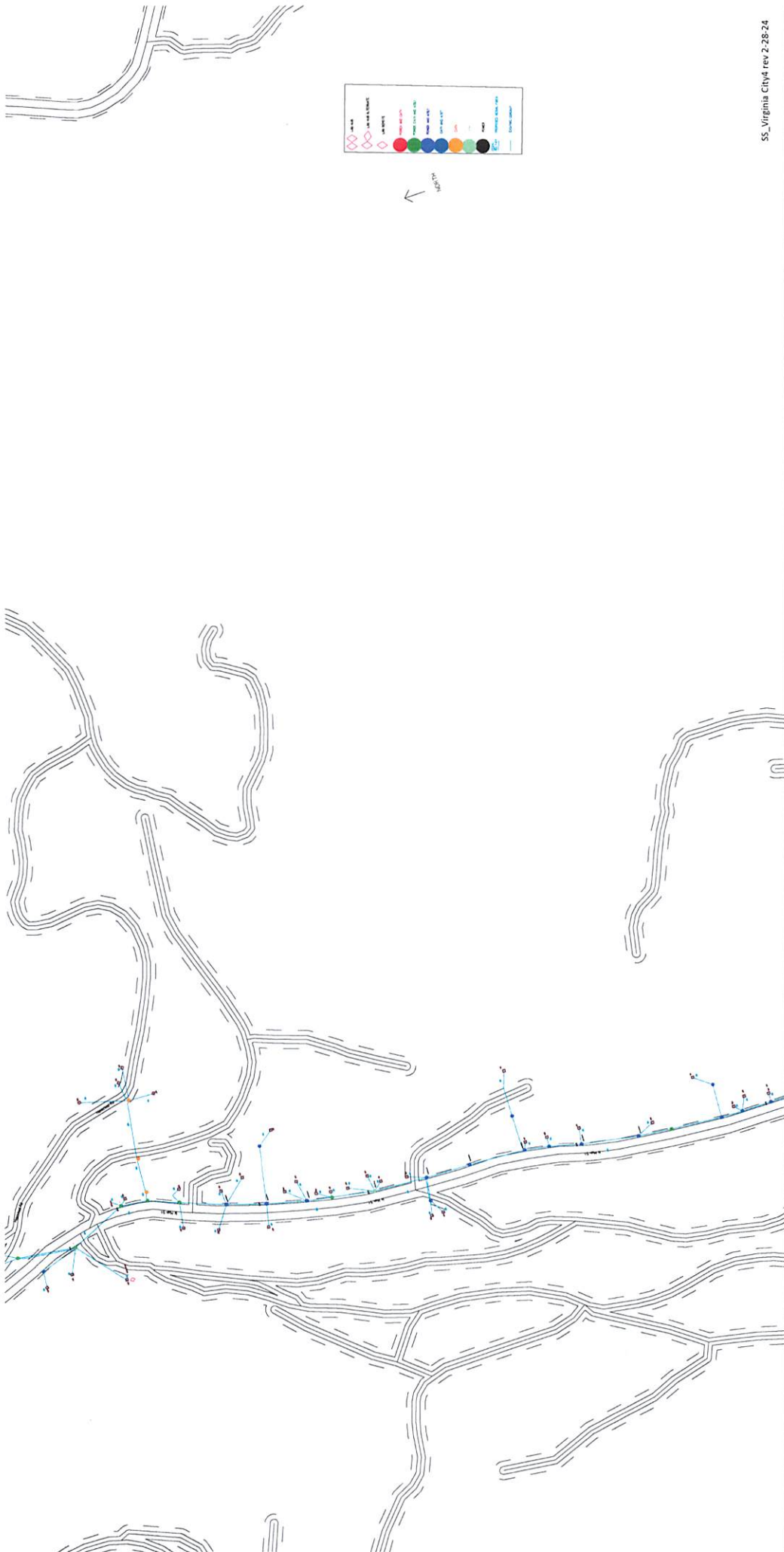
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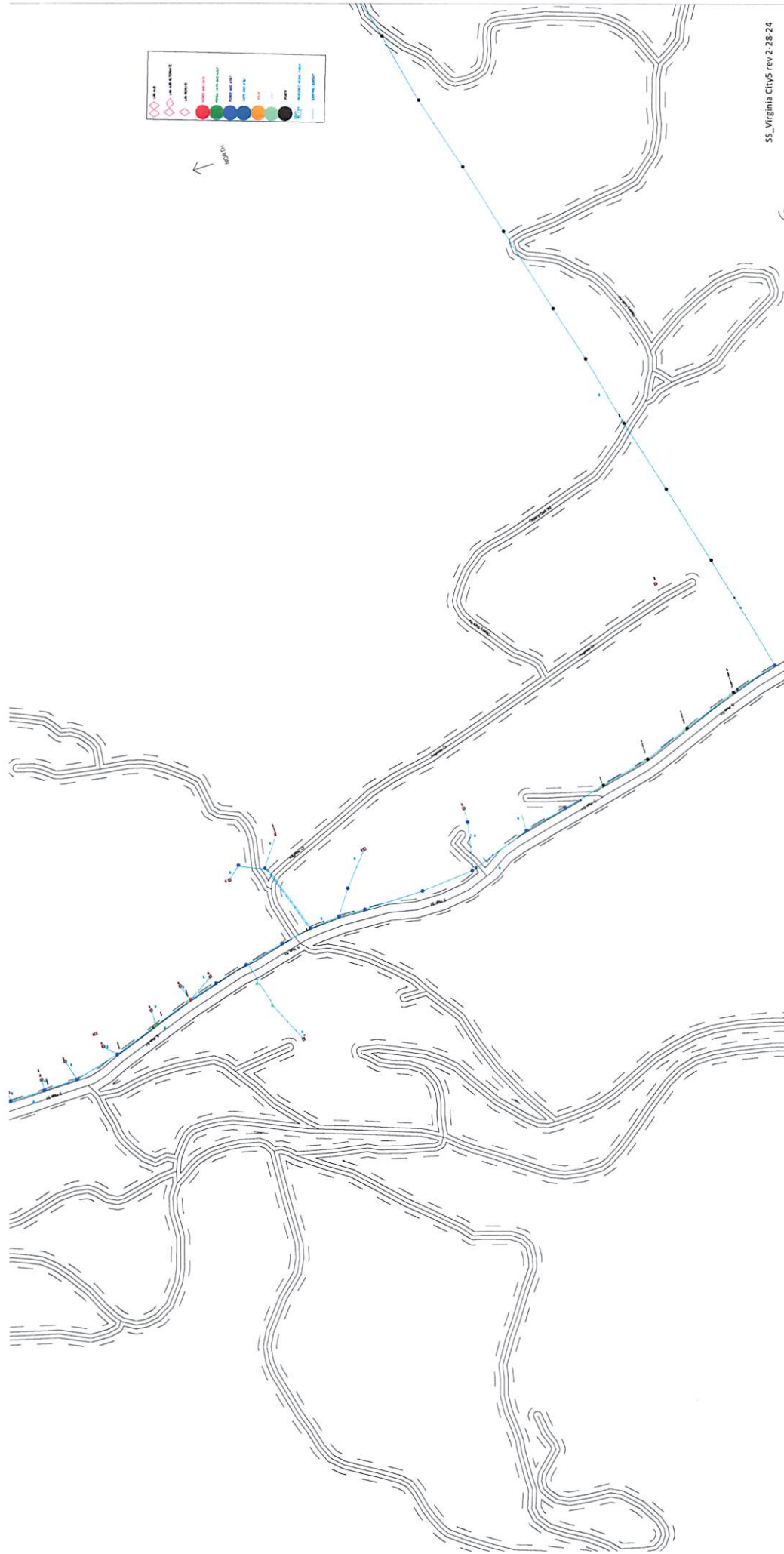
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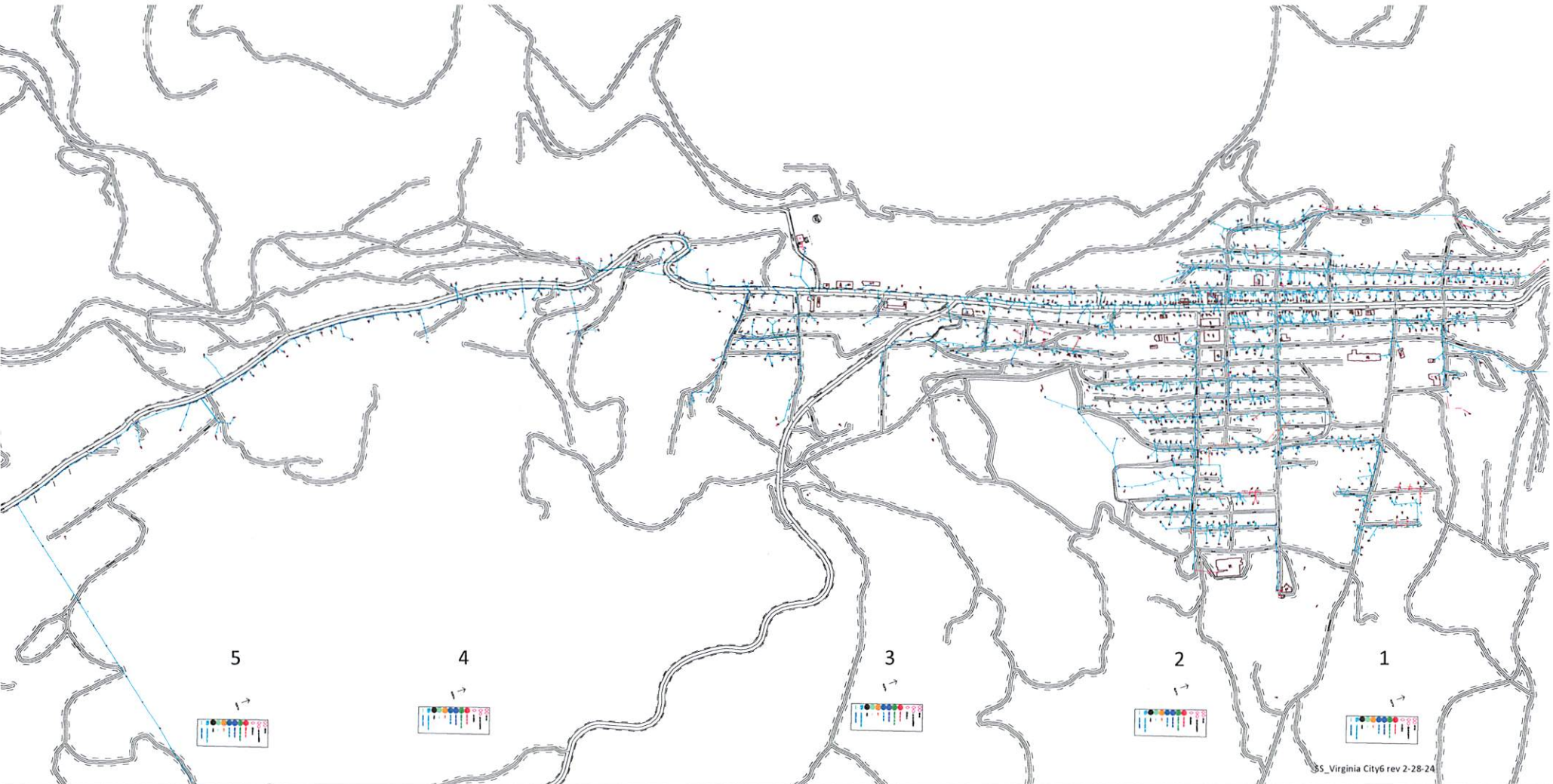
EXHIBIT 1
NETWORK MAP











**MEMORANDUM OF UNDERSTANDING BETWEEN
CC COMMUNICATIONS AND STOREY COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) entered into as of the ____ day of _____, 2024 is made by and between **CC Communications** an ongoing operation of Churchill County Nevada, a political subdivision of the State of Nevada, (“CC Communications”) and Storey County, a political subdivision of the State of Nevada, (“Storey County”) each of Storey County and CC Communications may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WHEREAS, CC Communications has an extensive network of fiber to the home (FTTH) systems within Northern Nevada, and,

WHEREAS, Storey County is a political subdivision of the State of Nevada empowered to address local concerns such a telecommunication services, and would be benefitted by the deployment of a fiber optic network within the project area; and

WHEREAS, CC Communications has designed, engineered, and will deploy FTTH service to Storey County citizenry at a fair cost pursuant to a Service Provider Agreement executed currently herewith and included herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1.) BROADBAND SERVICE PLANS

CC Communications' shall provide FTTH broadband service for residential customers according to the following rate schedule:

Fiber to the Premise (Basic Internet Service)

Bandwidth**	Monthly Rate
100/100 MBPS	\$54.99 (qualifying ACP or successor income limits)
100/100 MBPS	\$69.99
150/150 MBPS w/Unlimited Calling	\$89.99
250/250 MBPS	\$89.99
500/500 MBPS	\$99.99
1GB/1GB	\$119.99

*Speeds up to, and will comply with FCC speed test requirements

CC Communications reserves the right to adjust the monthly rate of its services to meet the general business needs of the enterprise and prevailing needs of the community subject to restrictions as set by the FCC. CC Communications agrees that the rate of the lowest priced FTTH service tier, not including subsidized rates, shall not increase in price for at least five years from the date of the first customer served. Customers will be required to adhere to an Acceptable Use Policy and meet credit and deposit check requirements. Enterprise and Commercial rates are available on an individually quoted basis.

2.) INSTALLTION COSTS

To ensure access to the fiber network, installation charges for residential customers served as part of the Service Provider Agreement will be limited. Installation charges for those residential customers shall not exceed one hundred dollars (\$100) for drops of less than five hundred feet (500ft), and shall be at cost, not to exceed one-thousand dollars (\$1,000), for drops exceeding five hundred feet (500ft).

3.) ADDITIONAL SERVICES

CC Communications intends to provide additional services to customers on an add-on basis at the following rates:

Additional Services

Service	Monthly Rate
Unlimited Calling	\$29.99
Managed WiFi	\$9.99
Virus/Malware Protection Data backup	\$4.99

Additional Services are provided to customers based those services reasonably calculated to meet the needs of broadband customers in the area. CC Communications reserves the right to adjust the monthly rate, add additional services, or terminate offered services in this category in its sole judgment.

4.) SERVICE COMMITMENTS

CC Communications is dedicated to protecting the privacy and data security of all its subscribers. CC Communications will not collect personal data from a customer's use of services, except when compelled by law or for use in network management and troubleshooting. CC Communications will never sell customer data or block lawful internet traffic.

5.) ONGOING EFFORTS

CC Communications and Storey County agree to enter into good faith discussions to ensure the continued use and expansion of broadband services to Storey County citizens by CC Communications as funding and population densities allow.

CC Communications

Storey County

By: _____

By: _____

MYLES GETTO

JAY CARMONA

CHAIRMAN, CHURCHILL COUNTY
BOARD OF COUNTY
COMMISSIONERS

CHAIRMAN, STOREY COUNTY
BOARD OF COUNTY COMMSIOENRS

Dated: _____

Dated: _____



CC Communications Agenda Report

Date Submitted: February 29, 2024

Agenda Item #: New Business - B

Meeting Date Requested: March 7, 2024

To: Board of Churchill County Commissioners

From: Mark Feest, General Manager / CEO

Subject Title: Consideration and possible action re: approval of Pole Right Transfer Agreement between CC Communications and Comstock Community Television

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to approve the Pole Right Transfer Agreement Between CC Communications and Comstock Community Television.

Discussion: The attached agreement was drafted by Chief Civil Deputy DA. The Agreement is intended to provide CC Communications all rights that Comstock Community Television has in relevant poles located in Goold Hill and Virginia City, NV. Some poles are owned by Comstock, while others include the right to co-locate on NV Energy and AT&T poles.

Alternatives: Negotiate other means to occupy poles or underground fiber optic cable.

Fiscal Impact:

Explanation of Impact:

Funding Source:

Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:

A handwritten signature in dark ink, appearing to read "Mark Feest", is written over a horizontal line.

Mark Feest, General Manager

Date: February 29, 2024

A handwritten signature in dark ink, appearing to read "Jamie L. Hyde", is written over a horizontal line.

Jamie Hyde, Chief Financial Officer

Date: February 29, 2024

Board Action Taken:

Motion: _____

1) None

Aye: 0

2) None

Nay: 0



(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

POLE RIGHT TRANSFER AGREEMENT

This Pole Right Transfer Agreement (“Agreement”) is made and entered into on this, the _____ day of _____, 2024, by and between CC Communications, and Comstock Community Television, Inc. (hereinafter Comstock).

Recitals

WHEREAS, CC Communications is a statutory enterprise of Churchill County, a political subdivision of the State of Nevada with significant interest in expanding access to broadband internet and other communications technologies within Storey County; and

WHEREAS, Comstock is a non-profit corporation with an ownership interest or right of access to utilize telephone poles for the installation of communication equipment; and

WHEREAS, Comstock is in the process of dissolution and the winding up of affairs pursuant to NRS 82.446 and no longer intends to beneficially utilize its rights to pole transfer Agreements but remains responsible for the potential liabilities associated therewith.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Transfer by Comstock.

- a. Comstock shall transfer all right, title, and interests associated with all telephone poles, rights of attachment, communication equipment, easements, and rights of access along the Network Map, attached as Exhibit A, to CC Communications. Such transfer shall explicitly include all right to attach, remove, replace, and/or modify existing attachments on all such poles.

2. Obligations of CC Communications.

- a. CC Communications shall accept all responsibility for maintenance, removal, or care for all poles, attachments, and communication equipment transferred pursuant to this Agreement. CC Communications shall ensure that all materials received pursuant to this agreement is operated in conformance with state and federal regulations.

3. Approval. The Parties represent and warrant that the person executing this Agreement on behalf of its Party has authority to enter into this Agreement and bind its respective party.

4. **Effective Date.** The Effective Date of this Agreement shall be upon execution of the last signature to this Agreement and the approval and execution of the Service Provider Agreement between CC Communications and Storey County.
5. **Breach and Remedies.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law of this Agreement, the rights and remedies of the parties shall be limited to the actual damages set forth herein and shall not include any consequential damages. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach. Nothing herein shall grant any third-party any rights under this Agreement.
6. **Termination.** This Agreement may be terminated by either Party for any material breach of this Agreement. Termination shall be effective upon delivery of ten (10) days written notice to the other Party of the breach and their intent to terminate. The defaulting party shall have an opportunity to cure the default within ten (10) days from receipt of the notice of breach without penalty. If the defaulting party fails to cure the default, this Agreement shall immediately terminate and the obligation of the parties shall cease.
7. **Independent Parties.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to indebtedness, liabilities, and obligations of the other agency or any other party.
8. **Indemnification.** To the fullest extent of limited liability as set forth in this Agreement, and except for the obligations contained in this Agreement, each party shall indemnify, hold harmless and defend not excluding the other's right to participate the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in the paragraph.
9. **Choice of Law.** It is the intention of the parties hereto that this Agreement, as to its construction and performance be interpreted, and all suits and special proceedings, be construed under the laws of the State of Nevada; and, that any action, special proceeding

or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Nevada shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

10. Venue. The parties agree that any action brought arising from this Agreement shall be brought in a court of competent jurisdiction in the County of Storey, State of Nevada.

11. Modification. Any modification to this Agreement must be made in writing and signed by all parties hereto.

12. Assignment. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

13. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all other previous communications, representations, or agreements, either verbal or written, between the Parties.

14. Notices. Any notices required under the terms of this Agreement shall be made by either US Mail or hand delivery to the following:

CC Communications:
Mark Feest
899 S. Maine St.
Fallon, NV 89406

Comstock Community Television
Joe Curtis

IN WITNESS OF THE ABOVE, each Party to this Agreement has caused it to be executed on the date shown below.

CC COMMUNICATIONS

COMSTOCK

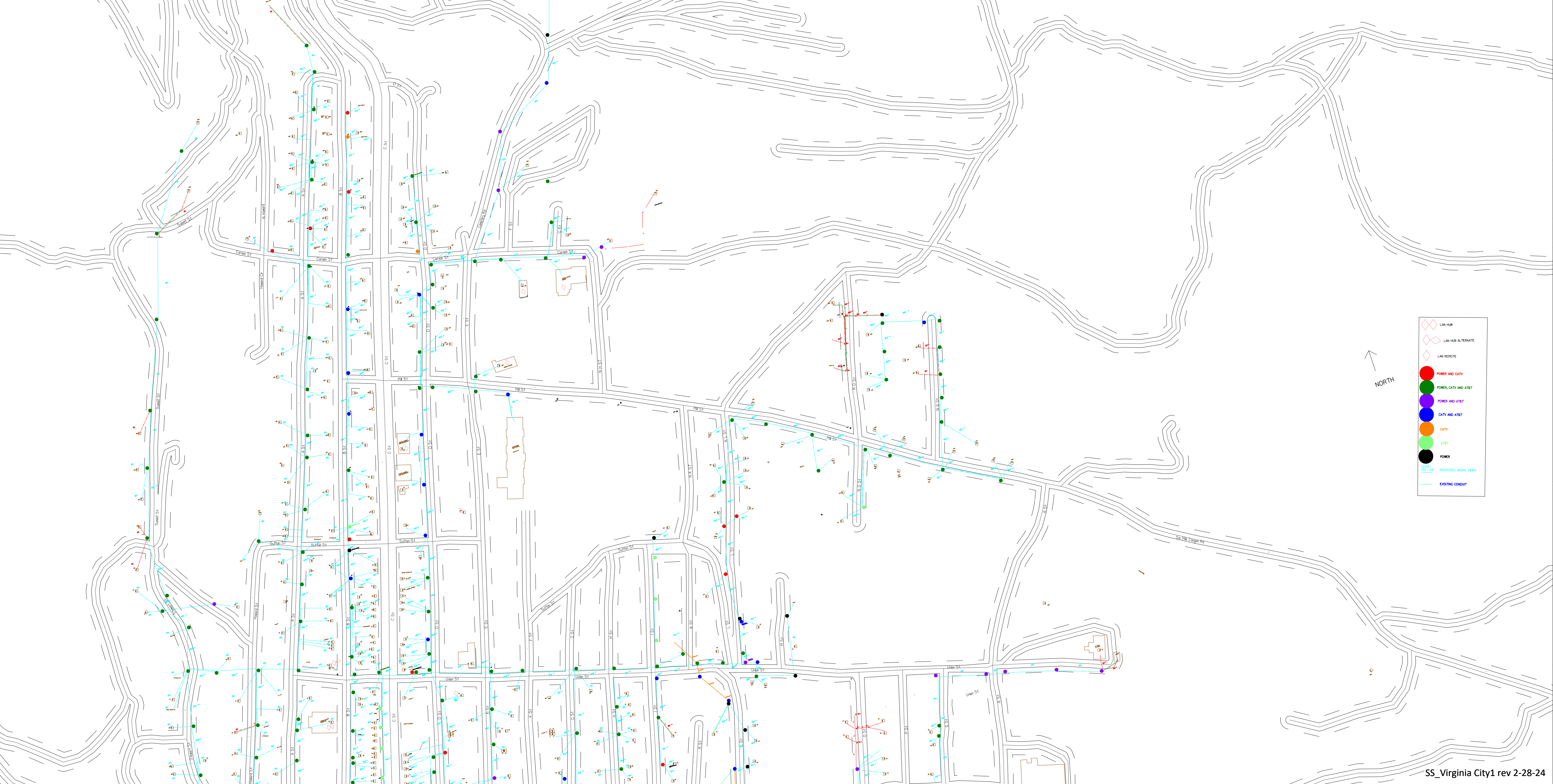
Dated ____ day of _____, 2024

Dated ____ day of _____, 2024

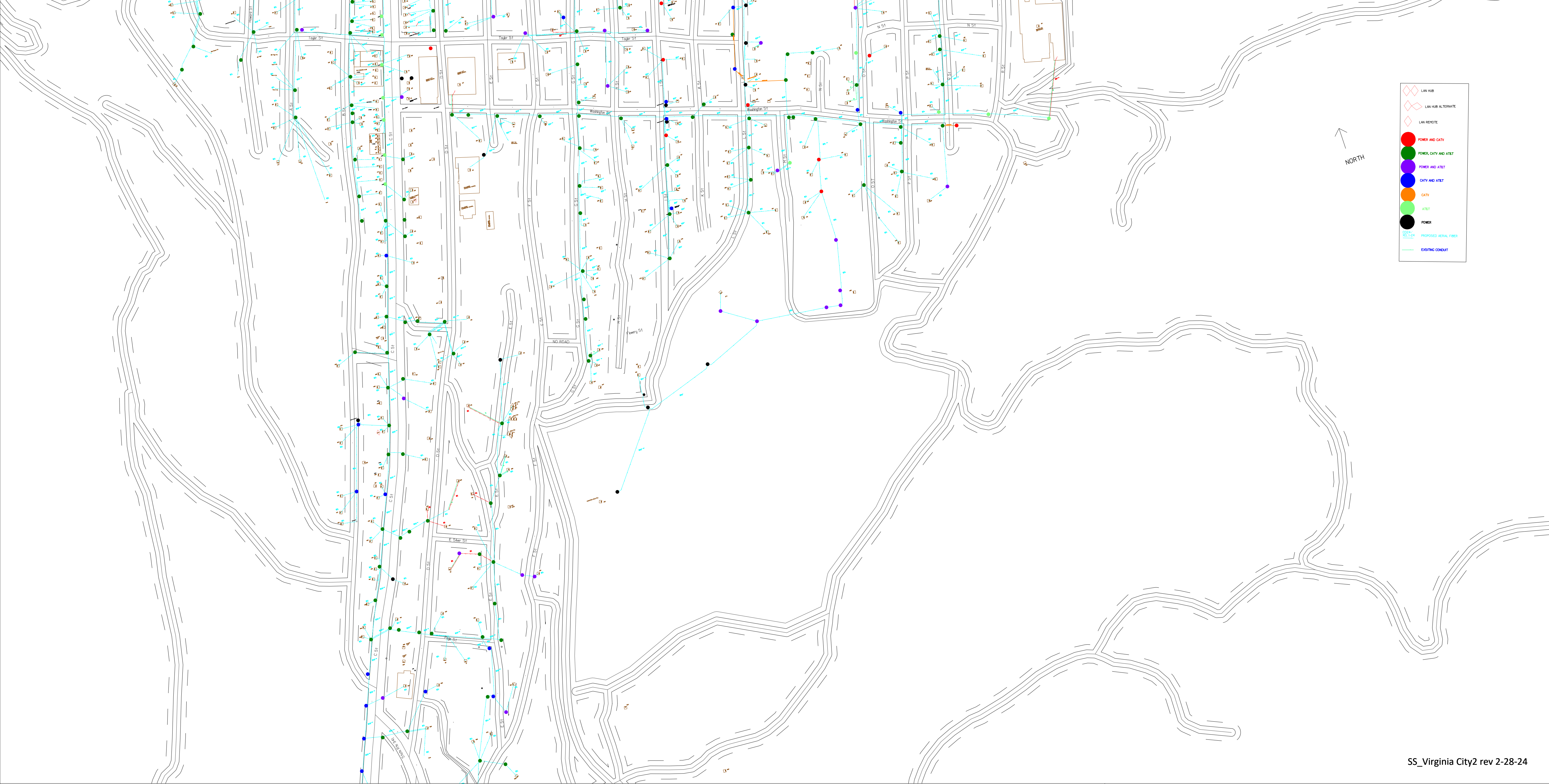
Mark Feest
General Manager, CC Communications

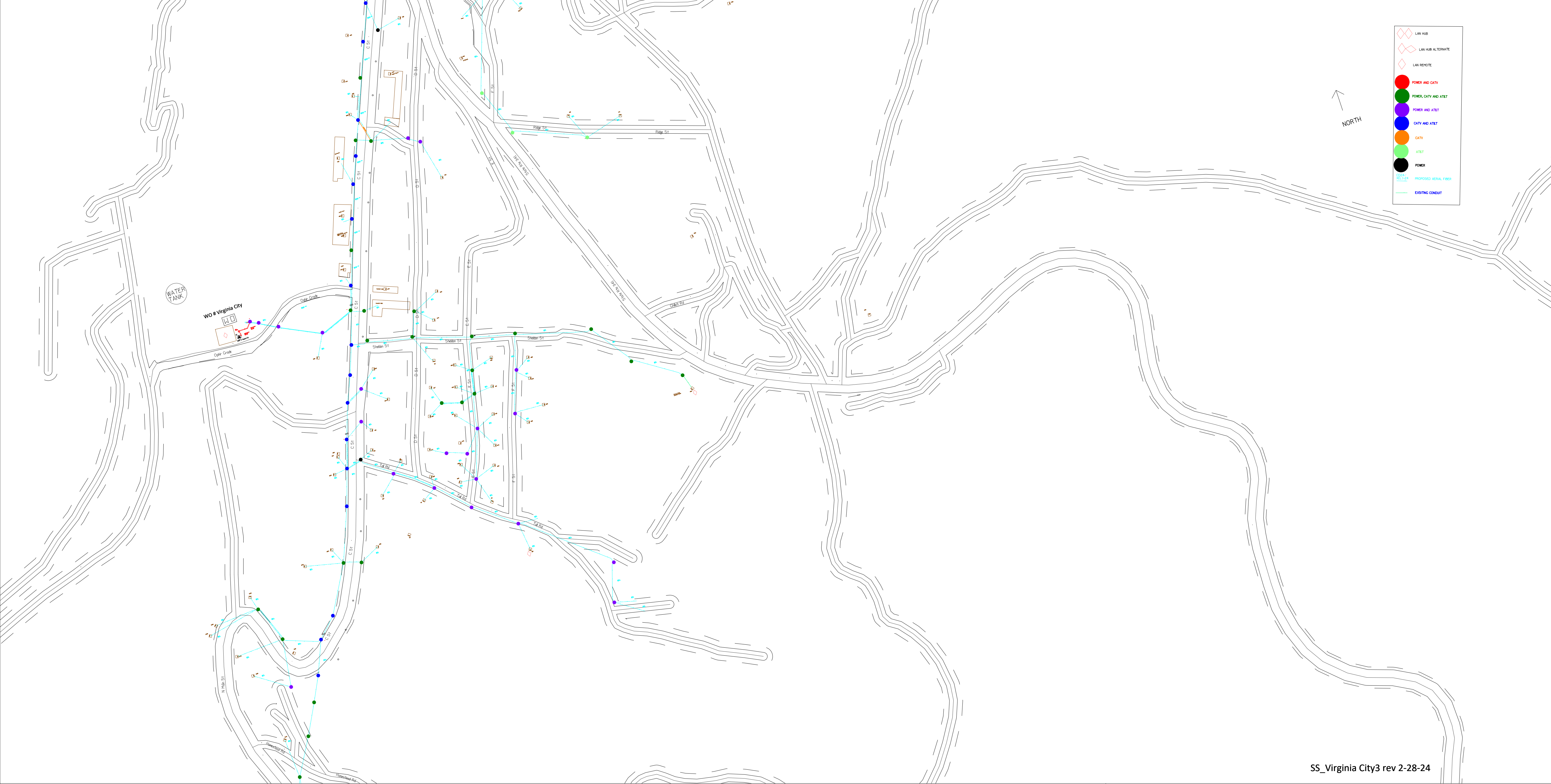
Joe Curtis
President, Comstock Community
Television

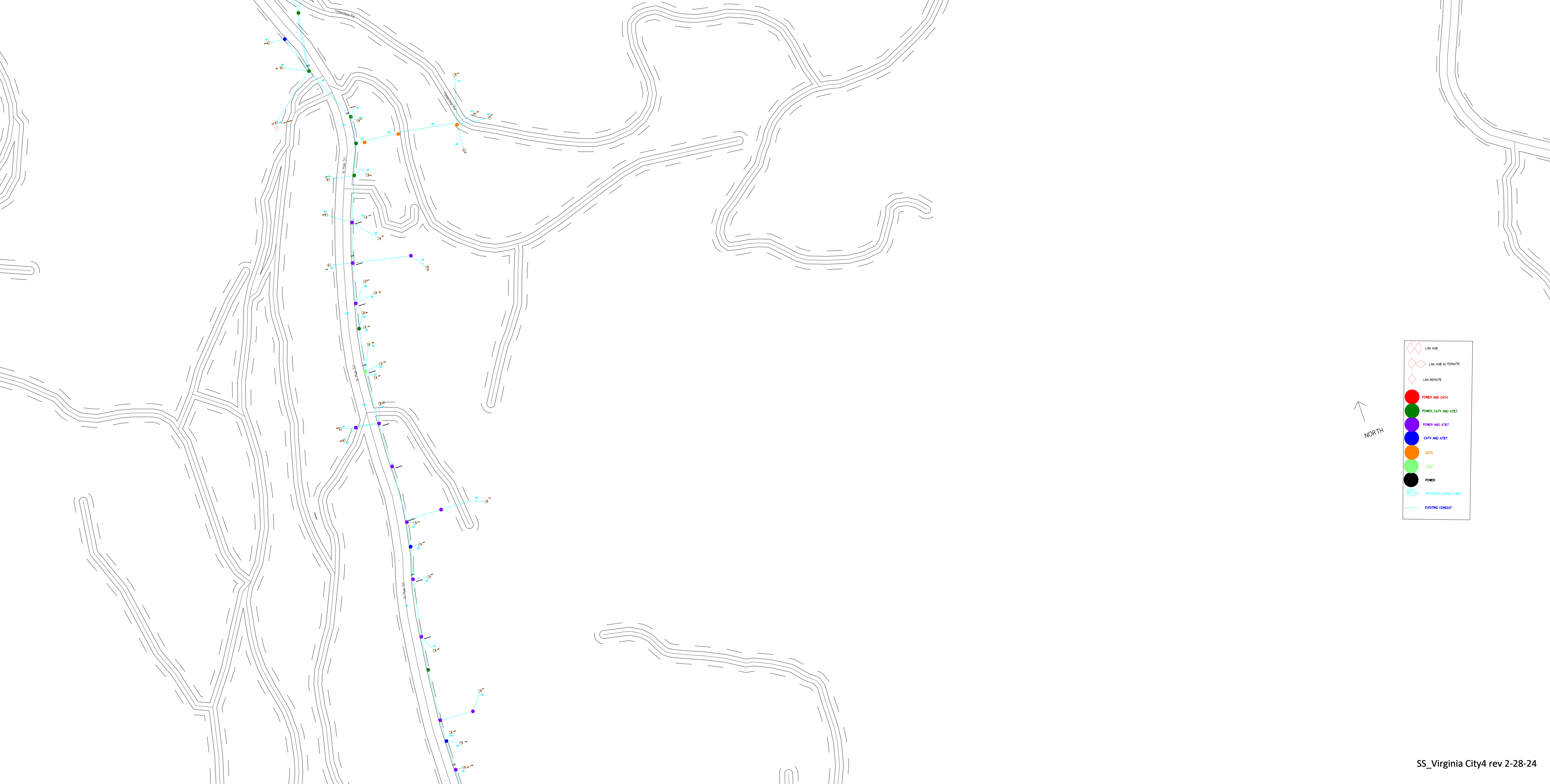
EXHIBIT A
NETWORK MAP



- LAN HUB
- LAN HUB ALTERNATE
- LAN REMOTE
- POWER AND CATV
- POWER, CATV AND AT&T
- POWER AND AT&T
- CATV AND AT&T
- CATV
- AT&T
- POWER
- PROPOSED AERIAL FIBER
- EXISTING CONDUIT

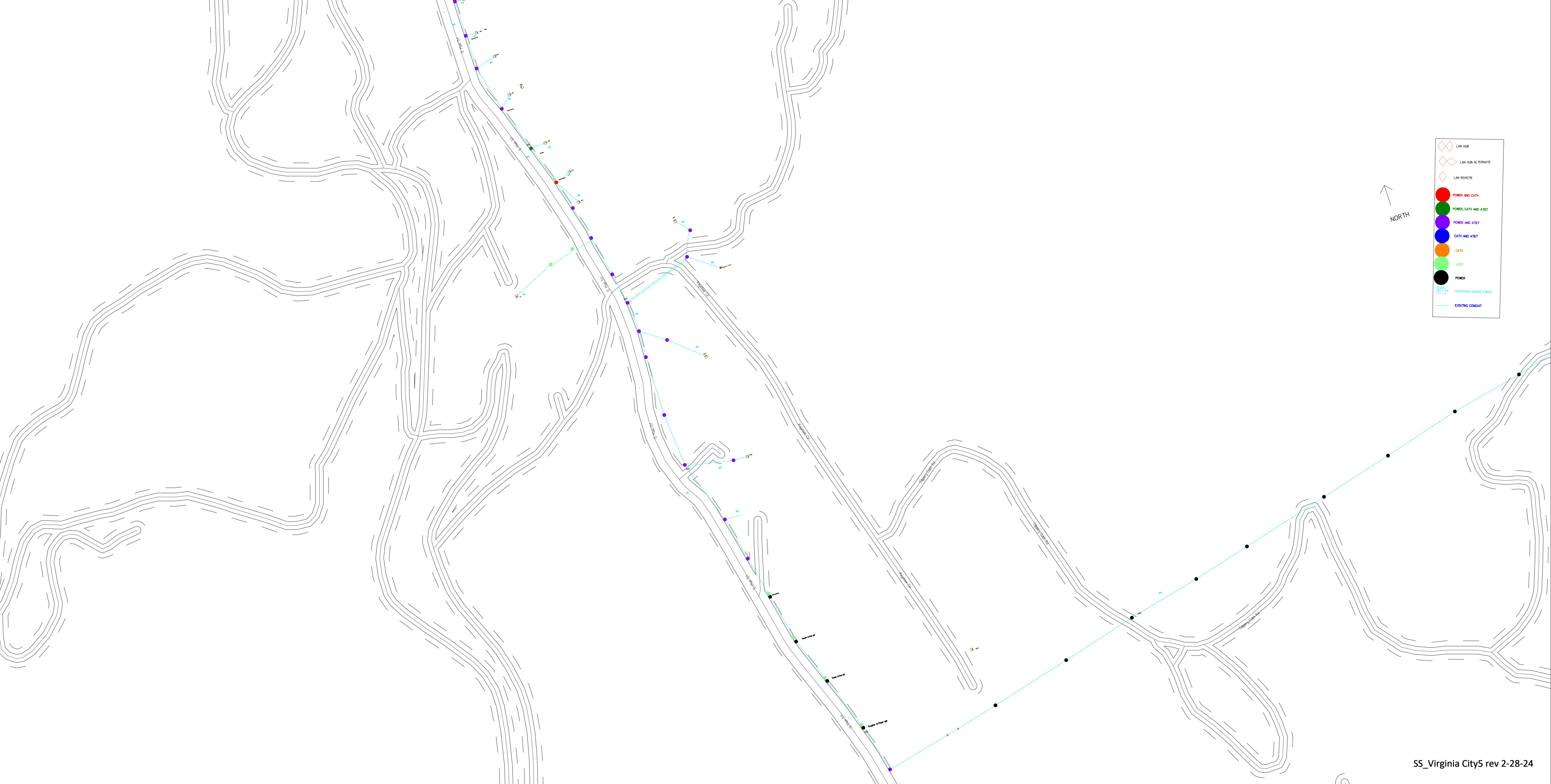









NORTH
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	LAN HUB
	LAN HUB ALTERNATE
	LAN REMOTE
	POWER AND CATV
	POWER, CATV AND AT&T
	POWER AND AT&T
	CATV AND AT&T
	CATV
	AT&T
	POWER
	PROPOSED AERIAL FIBER
	EXISTING CONDUIT





 LAN HUB


 LAN HUB ALTERNATE


 LAN REMOTE


 POWER AND CATV


 POWER, CATV AND AT&T

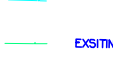
 POWER AND AT&T


 CATV AND AT&T


 CATV

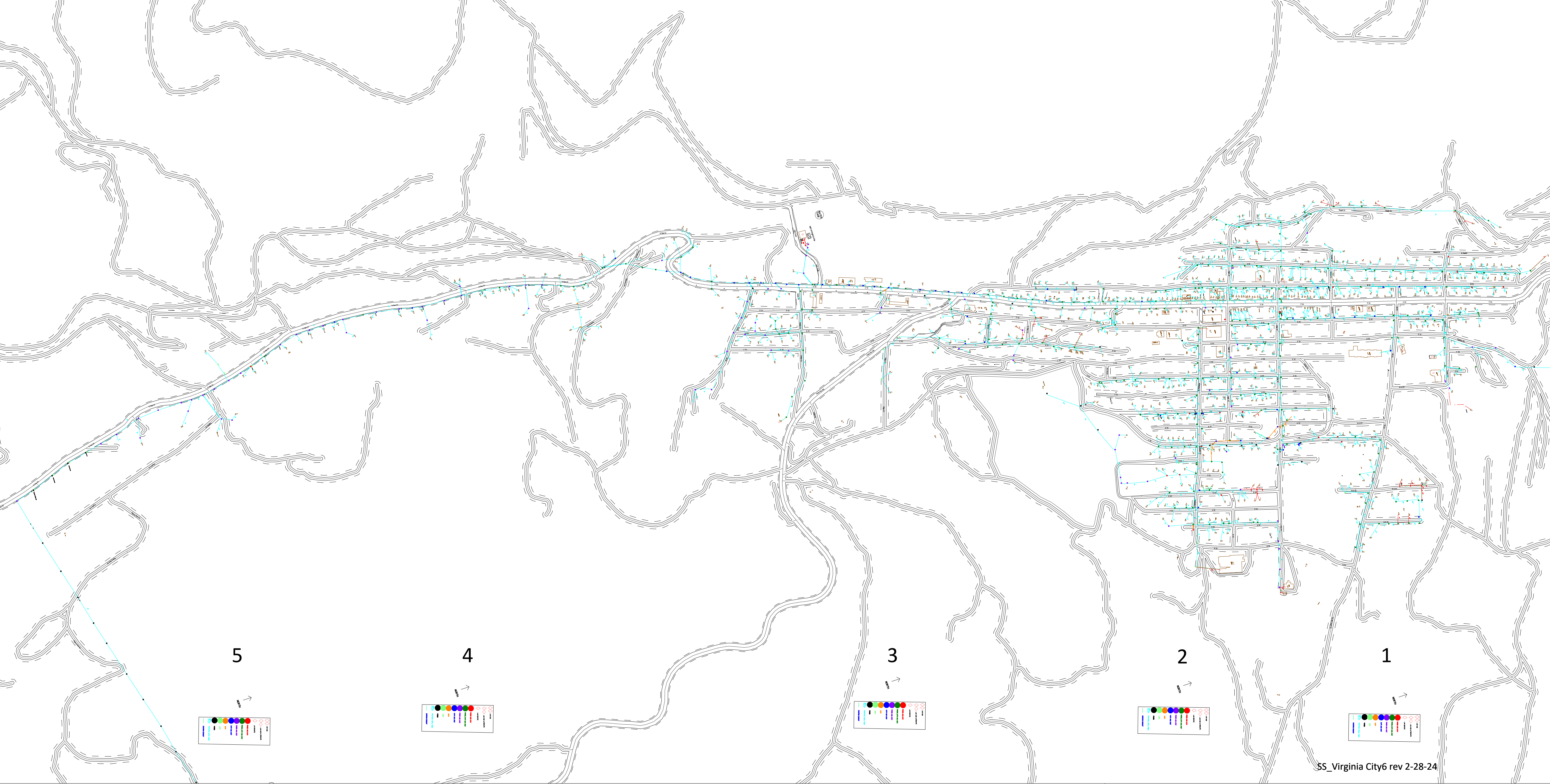
 AT&T

 POWER

 CONDUIT

 PROPOSED AERIAL FIBER

 EXISTING CONDUIT





CC Communications Agenda Report

Date Submitted: February 28, 2024

Agenda Item #: New Business - C

Meeting Date Requested: March 7, 2024

To: Board of Churchill County Commissioners

From: Mark Feest, General Manager / CEO

Subject Title: Consideration and possible action re: participation in USDA funded feasibility study for broadband projects in Lyon, Mineral, and Nye Counties

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to approve participation in USDA funded feasibility study for broadband projects in Lyon, Mineral, and Nye Counties.

Discussion: Valley Electric Association out of Pahrump, Nevada will submit a proposal for a Technical Assistance Grant to cover 100% of costs for a broadband feasibility study. The study will include parts of Clark, Esmeralda, Lyon, Mineral, and Nye counties. The study deliverables are engineering, construction and materials estimates, and take rate estimates. VEA will include CC Communications as an interested party in serving some of the locations in Lyon, Mineral, and Nye Counties. Upon completion of the feasibility study, VEA and CC Communications would use the data provided to determine the level of support required to create a sustainable business case for the locations. Thereafter, working with the USDA Rural Development and Rural Utility Service, federal funding could be sought for some or all of the locations. Inclusion in the the Technical Assistance Grant proposal does not obligate CC Communications to expend resources beyond cooperation and coordination with the engaged consultant.

Alternatives: Do not participate

Fiscal Impact: NA

Explanation of Impact: Negligible amount of administrative time to coordinate with USDA consultants

Funding Source: Current budget

Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:

A handwritten signature in dark ink, appearing to read "Mark Feest", is written over a light blue horizontal line.

Date: February 29, 2024

Mark Feest, General Manager

Jamie L. Hyde

Jamie Hyde, Chief Financial Officer

Date: February 29, 2024

Board Action Taken:

Motion: _____

1) None

Aye: 0

2) None

Nay: 0

Sully Buryard

(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



CC Communications Agenda Report

Date Submitted: February 28, 2024

Agenda Item #: New Business - D

Meeting Date Requested: March 7, 2024

To: Board of Churchill County Commissioners

From: Mark Feest, General Manager / CEO

Subject Title: Consideration and possible action re: regarding overview of network upgrades (switch and transport gear).

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: None recommended

Discussion: CC Communications has two major network upgrades in progress. First, we are installing and migrating to a new switch. Second, we are installing and migrating to new transport gear. The transport gear includes two interconnected routes. (1) Fallon to TRIC to Reno. (2) TRIC to Las Vegas.

Switch Upgrade

Discussion of status

Provide updated timelines

Provide updated service impacts

Transport Gear Upgrade

Discussion of status

Provide updated timelines

Provide updated service impacts

Alternatives: NA

Fiscal Impact: NA

Explanation of Impact: NA

Funding Source: NA


Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: February 29, 2024




Jamie Hyde, Chief Financial Officer

Date: February 29, 2024

Board Action Taken:

Motion: _____

1)	None	<u>Aye: 0</u>
2)	None	<u>Nay: 0</u>



(Vote Recorded By)

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CC Communications Agenda Report

Date Submitted: February 28, 2024

Agenda Item #: New Business - E

Meeting Date Requested: March 7, 2024

To: Board of Churchill County Commissioners

From: Mark Feest, General Manager / CEO

Subject Title: Consideration and possible action re: update to NTIA grants.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: No action recommended

Discussion: Spring Creek Association Grant

Progress: Tract 400 phases 1 -4 are completed. However, work in Tract 400 is on hold due to weather. The area has bounced between snow and frozen ground and rapid thaw causing a lot of mud. Last time we went out to trench, the mud prevented progress. We are simply planning for a significant push come spring until the end of construction season.

Monitoring: Annual report submitted February 29, 2024 - we are awaiting the results/feedback. Desk review (audit) required significant work, especially from accounting. In the debriefing we were told that there were no findings. We are waiting for the written results.

Take Rates: [This statement is limited to Spring Creek Association Grant Area, it does not address other areas in Elko]. Takes rate have been below projections made when the grant application was made. At the time the grant application was made and approved, there were only wireless and one direct buried copper provider. Upon the grant being announced, another provider rapidly began deploying FTTH in the grant footprint. Thereafter, our start was delayed nearly two years while we navigated through yet to be written grant procedures, EAS, and other matters. While CC Communications is the furthest along NTIA grant recipient (we were the first to have a desk audit), the fact remains that the other provider deployed most of the grant footprint prior to CC Communications being allowed to start construction. As expected, they have benefited greatly from first mover position. We evaluate the viability of the project on a continual basis.

Tribal Grants (FPST, YPT, WRPT, Elko Band Te-moak)

Under the Tribal Grants the infrastructure on tribal land belongs to the respective tribe, and the provider receives a right to use it for a period of time.

Prior to construction:

Service Provider Agreement

Grant of Easements

Six-Month Plan
EAS
Permitting
ITCN Agreement (YPT, Te-moak)

FPST: This grant was built using existing conduit that currently has copper in it. The costs covered by the grant are to pull fiber through that existing conduit and add fiber equipment. An agreement needs to be tailored to address the unique conduit issue. The service provider agreement further has three hang ups, (1) the tribes consultant insists that the last mile must be open access despite the NOFO clearly stating that it does not (no other tribe is asserting this position), (2) the Tribe desires to charge taxes on the materials and RoW's that will be placed with grant money. Those materials will belong to the tribe be thereafter the tribe's materials will be placed in the tribe's RoW (no other tribe is asserting this position), and (3) the tribe, or its consultant, desires to impose prevailing wage when the NOFO does not require this. These additional costs were not built into the grant. (No other tribe is asserting this position).

WRPT: We are in EAS

YPT: We have a signed Service Provider Agreement.

Te-moak Elko Band: There is a question as to whether the Te-moak Tribe has authority to sign the agreement or the Elko Band. ITCN has indicated that the BLM was giving the groups until March before it would intervene.

Alternatives: NA

Fiscal Impact: NA

Explanation of Impact: NA

Funding Source: NA

Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: February 29, 2024

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Jamie L. Hyde

Jamie Hyde, Chief Financial Officer

Date: February 29, 2024

Board Action Taken:

Motion: _____

1) None

Aye: 0

2) None

Nay: 0

Sully Binyard

(Vote Recorded By)

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