

South Salinas Valley Broadband Authority

SSVBA

BOARD OF DIRECTORS MEETING AGENDA

GREENFIELD COUNCIL CHAMBERS
599 EI CAMINO REAL
GREENFIELD, CA 93927

Zoom Link: <https://us02web.zoom.us/j/88918683593>

Webinar ID: 889 1868 3593

THURSDAY, JUNE 9, 2022
9:00 AM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **General Public Comment**

Members of the public may comment on matters within the jurisdiction of the agency that are not on the agenda. Comments on agenda items should be held until the items are reached.

Written comments on agenda items may be emailed to cityclerk@ci.gonzales.ca.us prior to the meeting and will be included in the public record. Please include the agenda number and topic in the subject line. The Chair may limit the public comment period depending on meeting time constraints.

5. **Scheduled Items**

- 5.a Consider Designation of Board President and Vice President, and establish the date, time, and location of the quarterly meetings.
- 5.b Receive Presentation from Barbara Hayes, Chief Economic Development Officer, Rural County Representatives of California (RCRC), on the Golden State Connect Authority (GSCA) Partnership

6. Executive Director Report

7. Future Agenda Items

8. Adjournment

AGENDA POSTING: The meeting agenda for the first meeting will be posted at 117 Fourth Street, Gonzales, CA 93926, and 599 El Camino Real, Greenfield, CA 93927. Future agendas will be posted in a central location as determined by the Chair.

South Salinas Valley Broadband Authority

SSVBA

STAFF REPORT

SSVBA MEETING DATE: June 9, 2022

AGENDA ITEM: 5.a

SUBJECT: Governing Board Officers

RECOMMENDATION

Designate the President and Vice President of the Board, as well as establish the date, time, and location of the quarterly meetings.

BACKGROUND

Over the course of the month of May, the County of Monterey and the Cities of King City, Greenfield, Soledad, and Gonzales approved the Joint Exercise of Powers Agreement (JPA) creating the South Salinas Valley Broadband Authority. This significant achievement was memorialized on May 27, 2022, with a joint signing of the JPA.

As is common with JPAs when they are starting, there is a lot of housekeeping that needs occur.

DISCUSSION

Section D. Governing Board, of the JPA, sets forth many of the procedures for the JPA two of which are the selectin of officers and the setting of meetings.

6. Officers: calls for the elections of President and Vice President.

7. Meeting: At its first meeting the Authority Board will establish the date, time and location of its regular quarterly meetings, and the location of the Authority's principal office.

8. By-laws: Within a year (1st Anniversary of the effective date), the Board shall adopt by-laws governing the conduct of meetings and the day-to-day operations.

9. Conflict of Interest: Directors shall be subject to the provisions of the California Political Reform Act

Section E. Calls for the selection of an Executive Director. In order to stand up the JPA, it reflects the City Manager of the City of Gonzales (section G) shall serve as the Interim Executive Director. However, moving forward the City Managers had discussed entering into an agreement with the Monterey Bay Economic Partnership (MBEP) to provide these services. That agreement is under development and will be presented at the next meeting for consideration.

Section F. Calls for additional officers to be designated by the Board, including a Treasurer, Clerk, Legal Counsel and other necessary or appropriate officers. This section also designates the Public Works Director of the City of Gonzales as the initial Custodian of the Authority's Property as set forth in Section 6505.1 of the JPA Act upon the Authority's formation. At this meeting it is not critical to select these officers, but it is suggested that it be done at the Board's next meeting.

Section G. Designates that City Manager of the City of Gonzales shall serve as Interim Executive Director, and County Counsel shall serve as interim Legal Counsel, both at no cost to the Authority, until the earlier of the second regular meeting of the Authority Board or such time as the Authority Board appoints permanent officers.

FISCAL IMPACT

There are nor fiscal impacts per say as a result of this item.

PREPARED BY: Rene Mendez, Gonzales City Manager.

ATTACHMENT: JPA

JOINT EXERCISE OF POWERS AGREEMENT

creating the

SOUTH SALINAS VALLEY BROADBAND AUTHORITY

This agreement (“Agreement”) is made and entered into by and between the following public entities (each a “Party,” collectively, the “Parties”):

- a) CITY OF GONZALES (“Gonzales”), a municipal corporation.
- b) CITY OF SOLEDAD (“Soledad”), a municipal corporation.
- c) CITY OF GREENFIELD (“Greenfield”), a municipal corporation.
- d) CITY OF KING (“King”), a municipal corporation; and
- e) COUNTY OF MONTEREY (“County”), a political subdivision of the State of California.

RECITALS:

WHEREAS, each of the Parties is a local government entity functioning within the Salinas Valley, in Monterey County, California; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act (the “JPA Act”), two or more public agencies may, by Agreement, jointly exercise any power in common to the contracting Parties; and

WHEREAS, each of the Parties has the power, in addition to other powers which are common to each of them, to undertake and perform the development of community broadband services; and

WHEREAS, the Salinas Valley Five Cities (“SVFC”) is an initiative that is focused on the well-being of the Salinas Valley and the lives of students, families, and the Valley’s workforce, has provided invaluable assistance to the Parties in recognizing and understanding the importance the development of a community broadband/high-speed internet system will have on the common goals of the SVFC and the Parties to provide local citizens with educational opportunities and social, emotional and transferable skills, all of which will invigorate the future economy of the Salinas Valley; and

WHEREAS, California is facing a digital crisis, with far too many residents left without adequate, accessible, and affordable broadband service, and the COVID-19 pandemic has highlighted the lack of reliable and affordable internet service due to the necessity of distance learning and remote working, tele-healthcare and remote access to employment, economic and human services; and

WHEREAS, the rural Salinas Valley is no exception to the current lack of adequate, accessible, and affordable broadband service. There are numerous areas that are unserved or

underserved resulting in Hartnell College, school districts and the County Office of Education having to piece together interim solutions, such as hotspots, to enable distance learning for all students. Likewise the SVFC and the County were required to support emergency efforts to connect to their communities; and

WHEREAS, the Parties find that it would be to their mutual advantage and benefit to work together through a collective vision and share costs to plan and implement the development of community broadband; and

WHEREAS, it is the desire of the Parties to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals; and

WHEREAS, it is the intent of the Parties that projects be funded through grants and other sources of state and federal funds, and the on-going operational costs be funded through service charges rather than annual contributions of the Parties.

AGREEMENT

NOW, THEREFORE, based upon mutual promises contained in this Agreement, the Parties agree as follows:

A. PURPOSE: The purpose of this Agreement is to establish a Joint Powers Authority to be known as the SOUTH SALINAS VALLEY BROADBAND AUTHORITY (the “Authority”) with the goal to maximize funding for the purpose of bringing broadband services as a utility available to all residents within the Authority’s jurisdiction, especially for unserved, underserved and disadvantaged communities, at a low cost. This will be done by developing community broadband such as extending last-mile connections where middle-mile fiber is available, creating an Open Access Broadband Network (“OABN”), and launching a broadband outreach program to provide service with the following minimum standards for connectivity:

1. Minimum speed of 100 Mbps download/100 Mbps upload; in cases where the symmetrical 100/100 Mbps service is not practicable, the broadband services shall provide a service designed to reliably meet or exceed 100 Mbps download and at least 20 Mbps upload;
2. Pricing plans for the above-mentioned minimum internet services at no more than \$20 per month per household; and
3. No digital inequity; delivery of service to all households, businesses and community centers without qualification or screening requirements.

B. ESTABLISHMENT OF THE AUTHORITY: There is hereby established the Authority which shall be a public entity separate from the Parties. The boundaries of the Authority shall be coextensive with the boundaries of the Cities of Gonzales, Greenfield,

Soledad, King, and all the area of Monterey County Supervisorial District 3 that is unincorporated.

C. EFFECTIVE DATE AND TERM: This Agreement shall be effective on the date at least two Parties have executed the Agreement (the “Effective Date”), and, while it is the goal of the Parties that the Authority be short-term in nature and dissolve once it accomplishes its core goal and mission to provide the broadband, and/or high-speed internet service needed by all the communities and areas within the Authority, shall remain in effect unless terminated by either the written mutual consent of all of the Parties, or alternatively, until sufficient Parties leave the Authority such that only one Party remains. Any termination of this Agreement or dissolution of the Authority shall not operate to relieve each Party from payment of its share of all debts, liabilities and obligations of the Authority required of said Party pursuant to the terms of this Agreement, and that were incurred or accrued prior to the effective date of such termination or dissolution. This provision shall survive the termination of this Agreement or dissolution of the Authority.

D. GOVERNING BOARD:

- 1. Membership.** The Authority shall be governed by a five-member Board of Directors (each a “Director” and collectively, the “Authority Board”) composed of one (1) Director appointed by the County Board of Supervisors which shall be the elected Supervisor of the 3rd Supervisorial District, and one (1) Director from each of the Cities of Gonzales, Greenfield, Soledad, and King appointed by their respective City Councils; these Directors shall concurrently be members of their respective City Councils. Should a Director lose his/her respective seat on the County Board of Supervisors or the City Council, that Director shall no longer be a member of the JPA Board of Directors.
- 2. Voting.** Each Party shall appoint its respective representative to serve as a member on the Authority Board. Each member shall have one (1) vote. Three (3) votes shall be required for any action of the Authority Board.
- 3. Quorum.** Three (3) Directors shall constitute a quorum for the transaction of business, except that less than a quorum may vote to adjourn a meeting.
- 4. Terms of Office.** The term of office of each Director shall be two years from January 1 through December 31 but shall not exceed the term of the elective office which the Director holds for his or her respective Party. If the Effective Date is other than January 1, the terms of the initially appointed Directors shall serve through December 31 following their appointment and the regular term shall commence on the following January 1. Notwithstanding the foregoing, in order to provide for continuity and staggered terms, the Directors from King City and Greenfield shall serve one-year terms commencing on the January 1 following the Effective Date, with a two-year term commencing on the following January 1, and the remaining Directors shall serve two-year terms commencing on the January 1 following the Effective Date.

- 5. Alternates.** Each Party may, in addition to their respective regular appointments, appoint one or more elected officials who will serve as alternate appointees and members of the Authority Board, and each such alternate appointee and member shall be empowered to cast votes in the absence of a regular appointee and member or in the event of a disqualification to vote because of conflict of interest. Each alternate appointed shall be a member of the governing body of the Party making such appointment.
- 6. Officers.** At its first meeting and thereafter at the first meeting of each calendar year, the Authority Board shall select a President, Vice-President, and such other officers as the Authority Board shall deem appropriate. The President shall preside at all meetings of the Authority Board. In the event any of the officers so elected cease to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Authority Board held following the occurrence of the vacancy. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in the absence of the President, the Vice-President, shall preside at and conduct all Authority Board meetings. In the absence of the President and Vice-President at an Authority Board meeting, and notwithstanding the appointment of Alternates for those positions, the Authority Board shall designate a Chair Pro-Tem to chair the meeting; however, the Alternates may otherwise attend and participate in the meeting. For the first meeting of the Authority Board, the Director from the City of Gonzales shall serve as Chair Pro-Tem to prepare an agenda in consultation with the Interim Executive Director and Legal Counsel, as set forth below, and preside at the meeting until the President is elected.
- 7. Meetings.** The Authority Board shall hold its initial meeting within one (1) month of the Effective Date, to be called by the Chair Pro-Tem, and shall meet at least once quarterly or more frequently as deemed necessary. The Authority Board's meetings may be held remotely as provided in State law, or in person, or a combination thereof. The agenda for the Authority Board's first meeting shall be posted on the website of the City of Gonzales, and physically posted at 117 Fourth Street, Gonzales, CA 93926, or such other central location as determined by the Chair Pro Tem. At its first meeting the Authority Board will establish the date, time and location of its regular quarterly meetings, and the location of the Authority's principal office. Meetings shall be governed by the Ralph M. Brown Act (commencing with Government Code section 54950, the "Brown Act"), and, to the extent not addressed by the Brown Act, Robert's Rules of Order, newly revised. The Authority Board may vote to change the regular meeting location, time and place, and may call special or emergency meetings, provided that the new, special or emergency meeting location remains within the jurisdiction of the Authority, unless otherwise authorized by the Brown Act.
- 8. By-laws.** The Board shall adopt by-laws governing the conduct of meetings and the day-to-day operations of the Authority no later than the first anniversary of the Effective Date.
- 9. Conflict of Interest.** Directors shall be subject to the provisions of the California Political Reform Act, California Government Code section 81000 et seq, and all other laws governing conflicts of interests. Directors shall file the statements required by

Government Code section 87200, et seq. No later than the first anniversary of the Effective Date, the Authority Board shall adopt of Conflict of Interest Code.

E. EXECUTIVE DIRECTOR: The Authority Board shall select an Executive Director to serve at its pleasure and perform the functions described herein and as outlined in Exhibit A. The Executive Director shall receive such compensation for services as may be mutually agreed upon. The Executive Director shall be responsible to the Authority Board for the proper and efficient administration of the Authority as is or hereafter may be placed in the Executive Director's charge, or under the Executive Director's jurisdiction or control, pursuant to the provision of this Agreement, or of any ordinance, resolution, or order of the Authority Board. The Executive Director shall file an annual bond in an amount specified by the Authority Board, the premium for which shall be paid by the Authority. In addition to the other powers and duties provided, the Executive Director shall have the power to:

1. Plan, organize, and direct all Authority activities under the policy direction of the Authority Board,
2. Enforce strict compliance with the approved annual budget and approve only expenditures authorized in the approved budget,
3. Subject to appropriations in the approved annual budget, hire and manage such staff as necessary to conduct the affairs of the Authority pursuant to the provisions of this Agreement,
4. Make recommendations to the Authority Board concerning all of the matters which are to be performed, done, or conducted by the Authority; and
5. Make all books and records of the Authority in the Executive Director's custody open to inspection at all reasonable times by Directors or their representatives.

F. ADDITIONAL OFFICERS OF THE AUTHORITY: The Authority Board shall designate a Treasurer, Clerk, Legal Counsel and other necessary or appropriate officers to provide the general duties associated with their functions. Such additional officers shall receive such compensation for services as may be mutually agreed upon. The Public Works Director of the City of Gonzales shall serve as the initial Custodian of the Authority's Property as set forth in Section 6505.1 of the JPA Act upon the Authority's formation. The Custodian shall file an official bond as described in Government Code section 1450 et seq. in the amount of \$50,000, the premium of which shall be paid by the Authority. Subsequent to the formation of the Authority, the Authority Board may designate a different Custodian provided such Custodian files an official bond in an amount required by the Authority Board.

G. INTERIM OFFICERS: The City Manager of the City of Gonzales shall serve as Interim Executive Director, and County Counsel shall serve as interim Legal Counsel, both at no cost to the Authority, until the earlier of the second regular meeting of the Authority Board or such time as the Authority Board appoints permanent officers.

H. POWERS AND FUNCTIONS OF THE AUTHORITY: The Authority shall have any and all powers authorized by law held in common by the Parties, and separately to the Authority herein created, including, but not limited to, the following:

1. Acquisition, assumption, siting, licensing, construction, financing, and development of community broadband and/or high-speed internet;
2. Applications for and receive of federal or state grants and or/other funding opportunities and provide needed funding and/or in-kind match as fiscally practical;
3. Provision of public education and market development programs in support of the community broadband and/or high-speed internet developed;
4. Granting of franchises, concessions, permits, licenses, and other rights and entitlements to, and enter into leases and contracts with, any person, firm, or corporation, or agency of any state, local, and/or federal governments;
5. Cooperate with and facilitate the construction and operation of open-access broadband networks (OABN) by other entities within the boundaries of the Authority, including issuance of sublicenses pursuant to Section H, below. If such network is subject to standards for connectivity and related matters approved by a governing board of elected officials, those standards shall apply in lieu of the standards set forth herein;
6. To make and enter into contracts and franchises; issue permits; hire agents and employees; lease, acquire, construct, and provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debt, liabilities, or obligations; to receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name; to sell off assets and accrue revenues; and, generally to do any and all things necessary or convenient to provide reasonable options for the development and management of community broadband and/or high speed internet;
7. Acquire and dispose of all kinds of property and utilize the power of eminent domain;
8. Issue, or cause to be issued, bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law or otherwise including, but not limited to, bonds or other evidence of indebtedness of a nonprofit corporation issued on behalf of the Authority or any of the Parties;
9. Obtain in its own name all necessary permits and licenses, opinions, and rulings;
10. Perform such services on behalf of the Parties as the Parties, either jointly or severally, may request; and

11. In accordance with Section 6509 of the JPA Act, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the City of Gonzales. Nothing set forth in this Agreement shall be deemed to modify or otherwise limit a Party's police powers in any way.

I. COOPERATION OF THE PARTIES IN COMMUNITY BROADBAND IMPLEMENTATION:

Each Party shall cooperate with the Authority to implement broadband networks within the boundaries of the Authority as follows:

1. Each Party shall collaborate with the Authority in processing a license for the Authority to construct, improve, and maintain fiber-optic lines and other broadband infrastructure along, upon, or underneath specified public road right-of-ways or utility easements owned by or otherwise under the jurisdiction of a Party. Said licenses shall allow the Authority the power to grant one or more sublicenses to other public entities for the same purpose. Construction of broadband infrastructure under said licenses or a sublicense shall be contingent upon obtaining an encroachment permit or similar authorization from the applicable Party, which shall not be unreasonably withheld, conditioned, or delayed, provided that any fees charged in connection with such permit shall not exceed the reasonable costs to process and issue the permit, and further provided that no rent, license fee, franchise fee, or other recurring fee or charge shall be imposed for such permit or for use of the right-of-way or utility easement. Any license or sublicense granted pursuant to this provision shall survive withdrawal of the Party from the Authority or termination of this agreement and shall be irrevocable with respect to any broadband infrastructure constructed pursuant to such license or sublicense
2. Each Party shall collaborate with the Authority and any sublicensee in good faith to streamline issuance of any permits or authorizations necessary for construction, improvement, or maintenance of broadband infrastructure as set forth in Subsection 1 of this Section.
3. Each Party shall collaborate with the Authority and any sublicensee in good faith to identify appropriate locations on public property for ancillary broadband network equipment (i.e., "fiber huts").

J. SUMMARY OF POTENTIAL AUTHORITY PROJECTS: Exhibit B, provides a list of potential projects and/or initiatives that the Authority may consider and implement. It is the intent of the Parties that projects and initiatives be funded from state or federal grants, and the Parties may contribute, but shall have no obligation to fund such projects or initiatives.

K. FINANCES:

1. **Fiscal Year.** The fiscal year of the Authority shall be July 1 to June 30 of each calendar year.

2. Budgets. Within ninety (90) days after the first meeting of the Authority Board, and thereafter prior to the commencement of each fiscal year as long as the Authority is operational, the Authority Board shall adopt a budget for the Authority for the ensuing fiscal year. As part of the Adopted Budget, the Authority Board will determine and agree on the cost allocation formula that fairly shares and distributes the costs among the Parties. The Parties shall pay their allocated cost to the Authority no later than 30 days prior to the start of each fiscal year. All costs and expenses of the Authority may be funded from: (i) voluntary contributions from third parties; (ii) grants; (iii) contributions from the Parties from time to time to supplement financing of the activities of the Authority; (iv) advances or loans from the Members or other sources; (v) bond revenue; and, (vi) taxes, assessments, fees and/or charges levied by the Authority as otherwise authorized by law.

3. Initial funding. In order to provide the necessary capital to initially fund the operations of the Authority during Fiscal Years 2022 - 2023, 2023 – 2024 and 2024 – 2025, the Members identified below shall each provide the listed Initial Contributions to the Authority’s Treasurer/Auditor no later than July 15 of each fiscal year:

- a. County: \$25,000
- b. City of Gonzales \$25,000
- c. City of Soledad \$25,000
- d. City of Greenfield \$25,000
- e. City of King \$25,000

5. Financial Sustainability. Should the Authority fail to reach financial sustainability without further funding from the Parties by the end of Fiscal Year 2023 – 2024, the Authority shall be dissolved, and this Agreement shall terminate, unless further contributions from the Parties are approved by the unanimous consent of the Parties. Upon such dissolution or termination, the dissolution and termination provisions of this Agreement shall apply.

L. PARTNERSHIPS AND COLLABORATORS: The Authority recognizes that in order to be successful and maximize the benefit to its communities it is going to have to establish and foster partnerships and collaborations. Exhibit C, reflects, but is not limited to some of the major partnerships and collaborations that will be needed.

M. LIMITATION OF LIABILITY – INDEMNIFICATION - INSURANCE:

1. Limitation of Liability. Pursuant to the provisions of Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of any Party. The Parties hereby agree that any Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable

solely from the monies pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which said Bonds are issued. Neither the Parties nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of any Party or the Authority shall be pledged to the payment of the principal or premium, if any, or interest on the Bonds, nor shall the Parties be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Board Member, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds, or any document related thereto, shall be personally liable on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

- 2. Indemnity.** Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Party, each Board member, each officer, and any agents and employees of the Authority for their actions taken within the course and scope of their duties while acting on behalf of the Authority. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Authority agrees to save, indemnify, defend and hold harmless each Party from liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees where the same arise out of, or are in any way attributable, in whole or in part, to negligent acts or omissions of the Authority or its employees, officers or agents of the officers, or agents of any Party, while acting within the course and scope of a Party relationship with the Authority.
- 3. Insurance.** The Authority shall procure, carry and maintain in full force and effect at all times during the term of this Agreement, at its sole cost and expense, and until the termination of this Agreement, such insurance coverage as is necessary to protect the interests of the Authority and the Parties. All insurance policy limits and terms, and the forms of said policies, must be acceptable to all Parties, shall be primary and non-contributory, and name each of the Parties as additional insureds.

N. WITHDRAWAL: This Agreement shall be effective when signed by each Party and shall continue for so long as may be necessary to conduct the purpose of this Agreement or until terminated by mutual consent of the governing bodies of all Parties, whichever is earlier.

Any Party may withdraw from the Authority upon a majority vote of the Party's legislative body and upon ninety (90) days written notice to the Authority. Any withdrawal from the Authority shall not operate to relieve a withdrawing Party from payment of its share of all debts, liabilities and obligations of the Authority required of said Party pursuant to the terms of this Agreement, and that were incurred or accrued prior to the effective date of such withdrawal. Additionally, any license granted to the Authority by a withdrawing party shall remain in full force and effect until this Agreement is Terminated.

O. MISCELLANEOUS PROVISIONS

1. **TERMINATION OF THE JOINT POWERS AUTHORITY:** While it is the goal of this JPA to be short-term in nature and dissolve once it accomplishes its core goal and mission to provide the broadband, and/or high-speed internet service needed by all the communities and areas represented by the JPA, this Agreement shall remain in effect until terminated by mutual consent of all Parties evidenced by a resolution passed by a majority vote of each governing board of each of the Parties, or until sufficient Parties leave the Authority such that only one Party remains. Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Parties in such manner as shall be determined by the Board and in accordance with law.
2. **Complete Agreement.** The foregoing constitutes the full and complete Agreement of the Parties. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.
3. **Amendments.** This Agreement may be amended by the affirmative vote of the governing bodies of all Parties. Such amendments shall be in the form of a writing signed by each Party.
4. **Successors and Assigns.** The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. This section does not prohibit a Party from entering into an independent agreement with another person, entity, or agency regarding the financing of that Party's contributions to the Authority or the disposition of proceeds, which that Party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

5. **No Predetermination or Irrevocable Commitment of Resources.** Nothing herein shall constitute a determination by the Authority or any Party that any action shall be undertaken or that any unconditional or irrevocable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation CEQA, National Environmental Policy Act ("NEPA"), or permit requirements, as applicable, have been completed.

- 6. Dispute Resolution.** In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the Parties involved shall in good faith meet and confer within twenty-one (21) calendar days after written notice has been sent to all the Parties. In the event that the Parties involved in the dispute (“Disputing Parties”) are not able to resolve the dispute through informal negotiation, the Disputing Parties agree to submit such dispute to formal mediation before litigation. If Disputing Parties cannot agree upon the identity of a mediator within ten (10) business days after a Disputing Party requests mediation, then the non-Disputing Parties shall select a mediator to mediate the dispute. The Disputing Parties shall share equally in the cost of the mediator who ultimately mediates the dispute, but neither of the Disputing Parties shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees.

If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the Party may be entitled. If a Disputing Party refuses to participate in mediation prior to commencing litigation, that Party shall have waived its right to attorneys' fees and costs as the prevailing party. This Agreement shall be interpreted pursuant to the laws of the State of California, and the venue for any action shall be the Monterey County Superior Court.

- 7. Notices.** Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, sent by electronic mail or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit D of this Agreement, or to such other changed addresses communicated to the Authority and the Parties in writing.
- 8. Severability.** Should the participation of any Party, or any part, term or provision of this Agreement, be decided by the courts or the legislature to be illegal, in excess of that Party's authority, in conflict with any law of the State, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Party agrees it would have entered into this Agreement upon the same remaining terms as provided herein.
- 9. Exhibits Incorporated.** Exhibits A – D are incorporated herein by reference and made a part of this Agreement.
- 10. Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument, or by electronic signature by a recognized electronic signature service like DocuSign, Adobe, or similar.

IN WITNESS WHEREOF, the Parties, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year so indicated.

COUNTY OF MONTEREY

By _____
Mary L. Adams
Chair of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM

By _____
Leslie J. Girard, County Counsel

CITY OF GONZALES

By _____
Jose L. Rios
Mayor

Dated: _____

APPROVED AS TO FORM

By _____
Michael F. Rodriguez, City Attorney

CITY OF SOLEDAD

By _____
Anna M. Velasquez
Mayor

Dated: _____

APPROVED AS TO FORM

By _____
Michael F. Rodriguez, City Attorney

CITY OF GREENFIELD

By _____

Lance Walker
Mayor

Dated: _____

APPROVED AS TO FORM

By _____

Mary F. Lerner, City Attorney

CITY OF KING

By _____

Mike LeBarre
Mayor

Dated: _____

APPROVED AS TO FORM

By _____

Roy Santos, City Attorney

EXHIBIT A

Executive Director Scope of Services & Compensation

The JPA will select and designate an Executive Director to provide services such as coordinating and staffing the Board meetings, administration, coordination, the other duties listed in the Agreement as directed by the Board, and other duties commonly associated with this function.

In the event that there are costs for the Executive Director it is anticipated that costs will be jointly funded by the JPA members.

In addition to the other duties and functions already listed: the Executive Director will perform the following activities on behalf of the Salinas Valley Broadband Authority:

1. Negotiate with vendors for broadband development .
2. Coordinate with the individual Parties.
3. Interface with vendors who will build out access points.
4. Assist agencies and internet service providers (ISP) with identifying unserved and underserved areas, and create or update broadband mapping data.
5. Disseminate information to ISPs and agencies about funding opportunities for infrastructure projects.
6. Meet with policy makers and communicate best practices regarding infrastructure grant project proposals and related policies.
7. Conduct outreach to constituents, vendors and agencies.
8. Project manage activities related to acquisition, assumption, siting, licensing, construction, financing, and development of community broadband services.

EXHIBIT B

Potential Short- & Medium-Term Projects

Potential projects include but are not limited to:

- a) Launch an outreach program to disadvantaged County constituents who are eligible for discount on broadband internet service under programs such as Lifeline Program and long-term Affordable Connectivity Program (ACP) established by the Federal Communications Commission (FCC).
- b) Where middle-mile fiber is available, extension of the broadband services to unserved and underserved areas through build-out of last-mile fiber or wireless connections.
- c) Development of middle-mile fiber to unserved and underserved areas of South Monterey County, such as Arroyo Seco, Lockwood, Parkfield, Priest Valley and the Pinnacles.
- d) Long-term lease of strands (4 or more) on the existing portion of the Connected Central Coast fiber route from the City of Santa Cruz to Soledad, ahead of the expiration of Crown Castle's pricing of \$1,550 per month for two strands of fiber throughout the entire route and open access mandates stipulated by the CPUC, which will end in April 2022
- e) Identification and/or construction of publicly owned assets suitable for use as nodes for wireless extension of connectivity.

EXHIBIT C

PARTNERSHIPS AND COLLABORATIONS

Key partnerships and collaborators may include, but would not be limited to:

- City of Salinas;
- Hartnell College;
- Monterey County Office of Education; and
- The Rural County Representatives of California (RCRC), Golden State Connect Authority (GSCA).

EXHIBIT D

NOTICES

County of Monterey:
County Administrative Officer
168 W. Alisal St., 3rd Floor
Salinas, CA 93901
mckeecj@co.monterey.ca.us

Copy to:
County Counsel
168 W. Alisal St., 3rd Floor
Salinas, CA 93901
girardlj@co.monterey.ca.us

City of Gonzales:
City Manager
PO Box 647
Gonzales, CA 93926
rmendez@ci.gonzales.ca.us

Copy to:
City Attorney
PO Box 647
Gonzales, CA 93926

City of Soledad:
City Manager
248 Main Street
Soledad, CA 93960
BSlama@cityofsoledad.com

Copy to:
City Attorney
248 Main Street
Soledad, CA 93960

City of Greenfield:
City Manager
PO Box 127
Greenfield, CA 93927
pwood@ci.greenfield.ca.us

Copy to:
City Attorney
PO Box 127
Greenfield, CA 93927

City of King:
City Manager
212 S. Vanderhurst Ave.
King City, CA. 93930
sadams@kingcity.com

Copy to:
City Attorney
212 S. Vanderhurst Ave.
King City, CA. 93930