

**JOINT POWERS AGREEMENT OF THE SOUTH SALINAS VALLEY CITIES OF
GONZALES, SOLEDAD, GREENFIELD, KING CITY, AND THE COUNTY OF
MONTEREY,
CREATING THE SOUTH SALINAS VALLEY BROADBAND AUTHORITY**

This agreement is made and entered into by and between the following public entities:

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

RECITALS:

WHEREAS, each of the Parties to this Agreement 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 to this Agreement has the power, in addition to other powers which are common to each of them, to undertake and perform the development of community broadband and/or high-speed internet; and

WHEREAS, the Salinas Valley Five Cities (SVFC) is an initiative that is focused on the well-being of the Salinas Valley; and

WHEREAS, its Leaders with a deep care for civic engagement, will transform the lives of students, families, and workforce in the Salinas Valley; and

WHEREAS, the Mission of the SVFC is:

- a. Educational attainment,
- b. Social, emotional, and transferable skills for all,
- c. College and or Career readiness,
- d. Strengthening of our communities, and
- e. Invigorating our future economy of the Salinas Valley.

WHEREAS, SVFC partnered with Hartnell College who is providing intermediary and administrative services; and

WHEREAS, California is facing a digital crisis, with far too many residents left without adequate, accessible, and affordable broadband service. 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. There are numerous areas that prior to the pandemic were uncovered or inadequately covered. The result has been that Hartnell, School Districts and County Offices of Education have had to piece together interim solutions, such as hotspots, to enable distance learning for all students. Likewise, the Salinas Valley Five Cities and the County of Monterey 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/or high-speed internet; 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 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.

AGREEMENT

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

A. PURPOSE: The purpose for entering into this Agreement is to establish a Joint Powers Authority to be known as the **SOUTH SALINAS VALLEY BROADBAND AUTHORITY** with the goal to maximize the funding for the purpose of bringing high-speed connectivity as a utility available to all residents at a low cost. This will be done by developing a Community, Publicly Owned **Open Access Broadband Network (OABN)** to service this JPA with the following minimum standards for connectivity:

1. Minimum speed of 100 Mbps download/20 Mbps upload
2. Pricing plans for high-speed internet service at no more than \$20 per month per household
3. No digital redlining; deliver service to all areas regardless of income level, geography, or other status

B. ESTABLISHMENT OF THE AUTHORITY: There is hereby established pursuant to the JPA Act an Authority which shall be a public entity separate from the Parties to this Agreement. The name of said Authority shall be the **SOUTH SALINAS VALLEY BROADBAND AUTHORITY** (the "Authority"). The boundaries of the Authority shall be

coextensive with the boundaries of the Cities Gonzales, Greenfield, King, Soledad, and the unincorporated areas of South Monterey County.

C. MEMBERSHIP OF THE GOVERNING BOARD: The Authority shall be governed by a five-member Board of Directors (the "Authority Board") composed of one (1) member from the County Board of Supervisors represented of the 3rd, District Supervisor, and one (1) member from each of the Cities of, Gonzales, Greenfield, Soledad, and King.

D. VOTES: Each Party to this Agreement shall appoint its respective representative or representatives to serve as a member or members on Authority Board. Each member shall have one (1) vote. Three (3) votes shall be required for any action of the Authority Board.

E. QUORUM: Three (3) members of the Authority Board shall constitute a quorum for the transaction of business, except that less than a quorum may vote to adjourn a meeting.

F. TERMS OF OFFICE: The term of office of each member of the Authority Board shall be two years and shall not exceed the term of the elective office which the member holds.

G. 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.

H. OFFICERS OF THE AUTHORITY BOARD: At its first meeting and thereafter at the first meeting of each calendar year, the Authority Board President, Vice-President, and such other officers as the Authority Board shall find appropriate, to serve the Authority Board for a term of two years unless sooner terminated at the pleasure of the Authority Board. In the event the officer so elected ceases 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.

I. FREQUENCY OF AUTHORITY BOARD MEETINGS: The Board shall meet at least once quarterly or more frequently as deemed necessary. At its first meeting the Board will establish the date and time for their quarterly meeting.

ADDITIONAL OFFICERS OF THE AUTHORITY: The Authority Board shall designate a Treasurer, Clerk, and Legal Counsel to provide the general duties associated with these three functions.

CHIEF ADMINISTRATIVE OFFICER: The Authority Board shall select a Chief Administrative Officer to serve at its pleasure as outlined in Exhibit A. The Chief Administrative Officer 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 Chief Administrative Officer's charge, or under the Chief Administrative Officer's jurisdiction or control, pursuant to the provision of this Agreement, or of any ordinance, resolution, or order of the Authority Board. The Chief Administrative Officer shall file an annual bond in an amount specified by the Authority Board. In addition to the other powers and duties provided, the Chief Administrative Officer shall have the power to:

- a) Plan, organize, and direct all Authority activities under the policy direction of the Authority Board,
- b) Enforce strict compliance with the approved annual budget and approve only expenditures authorized in the approved budget,
- c) Hire and manage such staff as necessary to conduct the provisions of this Agreement,
- d) Make recommendations to and requests of the governing board concerning all of the matters which are to be performed, done, or conducted by the Authority Board; and
- e) Make all books and records of the Authority in the Chief Administrative Officer's hands open to inspection at all reasonable times by members of the Authority Board or their representatives.

POWERS AND FUNCTIONS: The Authority shall have any and all powers authorized by law to any of the Parties hereto, and separately to the Authority herein created, relating, but not limited, to:

1. Acquisition, assumption, siting, licensing, construction, financing, and development of community broadband and/or high-speed internet,
2. Applications for and receipt of federal or state grants and or/other funding opportunities and provision of needed funding and/or in-kind match as fiscally practical,
3. Provision of public education and market development programs in support of the broadband and/or high-speed internet developed,
4. Granting of franchises, concessions, permits, licenses, and other rights and entitlements to, and entering into leases and contracts with, any person, firm, or corporation, or agency of any state, local, and/or federal government;
5. Cooperate with and facilitate the construction and operation of open-access broadband networks by other public entities within the boundaries of the Authority, including issuance of sublicenses under the "Cooperation of the Parties" Section. 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 in the "Purpose" Section; and

6. Adoption of bylaws.

Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the Parties are specified as powers of the Authority. The Authority Board is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts and franchises; to issue permits; to employ agents and employees; to lease, acquire, construct, provide for maintenance and operation, or maintain and operate, any buildings, works or improvements, to acquire hold or dispose of property wherever located; to incur debts, 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; 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.

Without limiting the foregoing, the Authority may:

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 its Parties,
9. Obtain in its own name all necessary permits and licenses, opinions, and rulings; and
10. Perform such services on behalf of the Parties as the Parties, either jointly or severally, may request.

COOPERATION OF THE PARTIES IN BROADBAND NETWORK

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

1. The Authority is hereby granted a license to construct, improve, and maintain fiber-optic lines and other broadband infrastructure along, upon, or underneath any public road right-of-way or utility easement owned by or otherwise under the jurisdiction of a Party. The Authority may grant one or more sublicenses to other public entities for the same purpose. Construction of broadband infrastructure under this license 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. This license and any sublicenses 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. It is the intent of this Subsection that any such permits or authorizations will normally be issued by the applicable Party no later than ten (10) working days after an application or written request is submitted to the Party; provided, that the submittal meet all technical and legal requirements.
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”).

SUMMARY OF POTENTIAL AUTHORITY PROJECTS: Exhibit B, provides a list of potential projects and/or initiatives, that the Authority may consider and move forward.

BUDGETS: Within ninety (90) days after the first meeting of the Governing Board, and thereafter prior to the commencement of each fiscal year (defined as July 1 through June 30) as long as the Authority is operational, the governing board shall adopt a Budget for the Authority for the ensuing fiscal year. As part of the Adopted Budget, the Governing Board will determine and agree on the cost allocation formula that fairly shares and distributes the costs among the Authority members.

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.

LIMITATION OF LIABILITY: The debts, liabilities, or obligations of the Authority do not constitute debts, liabilities, or obligations of the Parties and the Authority shall hold the Parties harmless and shall indemnify the Parties from any claim of loss that may arise as a result of the Authority’s performance of any of its duties or powers described in this Agreement.

TERM AND 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 member of the JPA would be able to withdraw with a majority vote of their respective policy body and a ninety (90) day notice. Should this occur, at the time of withdrawal, any and all existing funding commitments and/or obligations from the withdrawing member would be resolved.

TERMINATION OF THE JOINT POWERS AUTHORITY: This Agreement shall remain in effect until terminated by mutual consent of all of the governing bodies of all Parties to

this Agreement. The resolution to terminate must be passed by a majority vote of each governing board of each of the Parties to this Agreement.

AMENDMENTS: This Agreement may be amended by the affirmative vote of the governing bodies of each of the Parties.

COUNTERPARTS: 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.

EFFECTIVE DATE: This Agreement shall be deemed effective and in full force and effect on (date).

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the (date).

EXHIBIT A

Scope of Services & Compensation

The JPA initially will enter into an agreement with Monterey Bay Economic Partnership (MBEP) to provide Executive Director 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.

It is anticipated that this agreement will be jointly funded by the JPA members.

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

1. Negotiate with middle-mile provider (Crown Castle) for fiber leasing and fiber extension.
2. Coordinate with cities on locations of access points.
3. Interface with vendors who will build out access points.
4. Assist agencies and ISPs with identifying unserved and underserved areas based on broadband mapping data and market 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 ISPs and agencies.
8. Project manage activities related to acquisition, assumption, siting, licensing, construction, financing, and development of community broadband and/or high-speed internet.

Compensation

To provide the Executive Director services above, MBEP will charge an annual fee of fifty thousand dollars (\$50,000) to be paid over four (4) quarterly installments of twelve thousand five hundred dollars (\$12,500).

EXHIBIT B
Potential Short- & Medium-Term Projects

Potential Short- and Medium-Term projects that would include but not be limited to:

- a) To increase connectivity to South Monterey County, extension of the Connected Central Coast middle mile fiber route from A. Soledad to King City, B. from King City to Paso Robles, and C. from Paso Robles to major internet nodes in the City of San Luis Obispo.
- b) 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
- c) Establishment of access points, owned and managed by JPA and made available to ISPs and institutional users, at key locations along the Connected Central Coast fiber route.
- d) Identification and/or construction of publicly owned towers or other vertical assets suitable for use as nodes for wireless extension of connectivity from access points along the Connected Central Coast fiber route.
- e) Depending on population density, development of last-mile fiber or engineered wireless connections to a prioritized list of digitally disadvantaged communities.
- f) Development of open access spurs off the Connected Central Coast fiber route to unserved and underserved areas of Monterey County, such as Arroyo Seco, Lockwood, Parkfield, Priest Valley and the Pinnacles.

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).