

**SOUTH SALINAS VALLEY BROADBAND AUTHORITY**

**BOARD OF DIRECTORS  
SPECIAL MEETING AGENDA**

**September 29th, 2022  
9:00 A.M.**

**CITY OF GREENFIELD CITY COUNCIL CHAMBERS  
599 EL CAMINO REAL, GREENFIELD, CA**

**Zoom Link: <https://us02web.zoom.us/j/89173992903>  
Webinar ID: 891 7399 2903**

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll call**

Board Chair: Supervisor Chris Lopez, County of Monterey  
Board Member: Councilmember Drew Tipton, City of Greenfield  
Board Member: Councilmember Alejandro Chavez, City of Soledad  
Board Member: Mayor Jose Rios, City of Gonzales  
Board Member: Mayor Mike LeBarre, City of King

**4. Business from the Public**

*Members of the public may comment on matters within the jurisdiction of the agency that are not on the agenda. Public comments generally are limited to two (2) minutes per speaker; the Chair may further limit the time for public comments depending on the agenda schedule. Comments on agenda items should be held until the items are reached. To be respectful of all speakers and avoid disruption of the meeting, please refrain from applauding or jeering the speaker.*

**5. Consent Items**

- a. Approval of August 18th, 2022 SSVBA Draft Board Meeting Minutes (Page 3-5)

**6. Regular Agenda**

- a. Adoption of Revised South Salinas Valley Broadband Authority Bylaw (Pages 6-14)
- b. Local Agency Technical Assistance (LATA) Application Submissions Update (Pages 15-16)
- c. Consider Issuance of Legal Counsel Request for Proposal (Pages 17-39)
- d. Resolution to Approve Crown-Castle Leasing Option (Pages 40-41)
- e. Approve South Salinas Valley Broadband Authority Logos (Pages 42-43)

## **7. Executive Director's Report**

- a. Informational Presentation from University of California Agriculture and Resources (UCANR) (Page 44)

## **8. Board of Directors' Reports**

## **9. Future Agenda Items**

- a. South Salinas Valley Broadband Authority Website

## **10. Adjournment**

## **11. MEETING ACCOMMODATION**

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires modification or accommodation in order to participate in the meeting. Requests should be referred to the Clerk to the Board at [arathbun@ci.greenfield.ca.us](mailto:arathbun@ci.greenfield.ca.us) as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the Agency by dialing 711 for the California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.

### **VIEWING MEETINGS**

Live meetings are broadcast via Zoom and are recorded. The recorded meetings schedule may be viewed at the City of Greenfield's website, [Greenfield, CA | Official Website](#).

### **AGENDA POSTING**

The meeting agenda was posted on September 23, 2022 at the Greenfield Civic Center.

**South Salinas Valley Broadband Authority  
Consent Agenda**

---

**AGENDA ITEM:** 5.a

**AUTHORITY MEETING DATE:** September 29, 2022

**SUBJECT:** Approval of August 18th, 2022 SSVBA Draft Board Meeting Minutes

**RECOMMENDATION:** Motion to approve August 18th, 2022 SSVBA Board Meeting Minutes.

**ATTACHMENTS:**

- August 18th, 2022 SSVBA Draft Meeting Minutes

**BOARD OF DIRECTORS MEETING  
DRAFT MINUTES**

**GREENFIELD COUNCIL CHAMBERS  
559 EL CAMINO REAL  
GREENFIELD, CA 93927**

**THURSDAY, AUGUST 18, 2022  
9:00 AM**

**1. Call to Order**

The meeting was called to order at 9:02 AM.

**2. Pledge of Allegiance**

**3. Roll Call**

Present: Christopher Lopez, Alejandro Chavez, Mike LeBarre, and Drew Tipton

Absent: Jose Rios

**4. General Public Comment**

There was no public comment.

**5. Scheduled Items**

**5.a Consider approval of South Salinas Valley Broadband Authority (SSVBA) amendment**

Freny Cooper, Chief Operating Officer of the Monterey Bay Economic Partnership, presented an amendment to the existing SSVBA JPA agreement which would allow the JPA to enter into contracts with service providers as one entity rather than creating contracts with each individual municipality.

Motion to approve and adopt the amendment: Tipton motion; Chavez second; unanimously approved.

**5.b Consider approval of Crown Castle fiber leasing proposal**

Freny Cooper, Chief Operating Officer of the Monterey Bay Economic Partnership, presented a proposal from Crown Castle. A recommendation to adopt Option 2 was made in order to secure the lowest overall cost possible over a 20-year period.

Councilmember Drew Tipton raised a question regarding funding of this proposal. The JPA will be responsible for funding.

Motion to adopt Option 2 and approve Crown Castle fiber leasing proposal: Lebarre motion; Tipton second; unanimously approved.

**5.c Consider approval of Golden State Connect Authority agreement** Barbara Hayes,

Chief Economic Development Director for Rural Counties Representatives of California and representative of Golden State Connect Authority (GSCA), presented a proposal to adopt an MOU between SSVBA and GSCA. Questions were raised regarding fiber hut placements and financing.

Motion to enter an MOU with GSCA: Tipton motion; Chavez second; unanimously approved.

**5.d Recommend that each individual City and County submit a Local Agency Technical Assistance (LATA) grant application**

Barbara Hayes presented a proposal to work with each member city of SSVBA to submit applications for the Local Agency Technical Assistance Program on behalf of each municipality in the JPA.

Motion to approve the submission of LATA applications in partnership with GSCA: Lebarre motion; Tipton second; unanimously approved.

**5.e Review and discussion of South Salinas Valley Broadband Authority bylaws** Leslie Girard, Monterey County Counsel, reviewed the draft bylaws with SSVBA. Revised version will be available for review and approval at the next special meeting.

**6. Executive Director Report**

Tahra Goraya, President and CEO of Monterey Bay Economic Partnership, shared organizational updates.

**7. Future Agenda Items**

- Creation of SSVBA website
- Review and approval of bylaws
- RFP for SSVBA legal representation
- University of California Agricultural and Natural Resources (UC ANR) informational presentation
- Local Agency Technical Assistance (LATA) grant updates

**8. Adjournment** Meeting adjourned at 9:59 AM.

## Regular Agenda

---

**AGENDA ITEM:** 6.a.

**AUTHORITY MEETING DATE:** September 29, 2022

**SUBJECT:** Adoption of Revised South Salinas Valley Broadband Authority Bylaws

**PREPARED BY:** Alexia Garcia, Monterey Bay Economic Partnership

**RECOMMENDATION:**

- Review and discuss revised SSVBA Bylaws
- Motion to approve and adopt SSVBA Bylaws by means of resolution

**BACKGROUND**

The executed South Salinas Valley Broadband Authority (SSVBA) agreement specifies bylaws must be approved and adopted by May 27th, 2023.

During the August 18, 2022 SSVBA Board Meeting, the SSVBA Board reviewed draft bylaws and gave Les Girard, Monterey County Counsel, direction to revise the bylaws. The revised bylaws establish internal procedures and a regular meeting schedule.

**DISCUSSION:**

SSVBA must adopt official bylaws by May 27th, 2023.

**FISCAL IMPACT:**

None

**ATTACHMENT(S)**

- Revised SSVBA Bylaws
- Resolution 2022-01 to Adopt SSVBA Bylaws

## [REVISED] BYLAWS

### SOUTH SALINAS VALLEY BROADBAND AUTHORITY

#### BOARD OF DIRECTORS

##### I. PURPOSE AND AUTHORITY.

1.1. Authority. These bylaws are adopted pursuant to the Joint Exercise of Powers Agreement forming the South Salinas Valley Broadband Authority (“Authority”), dated May 27, 2022 (“Agreement”).

1.2. Purpose. The purpose of these bylaws is to establish procedures for the conduct of meetings of the Authority Board of Directors (“Board”), provide for the formation and function of committees, and to provide guidelines for the other activities of the Board.

1.3. Incorporation of Provisions of the Agreement. Various provisions of the Agreement set forth the powers, duties and procedures of the Board. If any inconsistency exists between the provisions of the Agreement and these bylaws, the provisions of the Agreement shall control.

##### II. DIRECTORS.

General. The number, manner of appointment, removal, filling of vacancies, and duties of Directors are set forth in Section D of the Agreement. If the parties to the Agreement chose to appoint Alternate Directors, the Primary and Alternate Directors are expected to communicate with each other from time-to-time so that the Alternates may participate in Board meetings in an informed manner when called upon to do so. When a Primary Director is present, an Alternate may attend a Board meeting as a member of the public, but may not participate in any Board discussion or vote on a matter.

**Reimbursement for Expenses. Directors, whether Primary or Alternate, shall be reimbursed for actual and necessary expenses incurred in the performance of official Authority business when so directed or authorized by the Board, such reimbursement to be consistent with a schedule and policy adopted by the Board.**

Notice to Directors. Whenever written notice is required by law or these bylaws to be given or delivered to Directors, such notice will be considered effective when the notice is left at the Directors' residence or usual place of business by personal messenger, when the notice is sent to the Director via fax transmittal to the fax number given to the Authority by the Director, when the notice is sent to the Director via electronic mail transmittal to an electronic mail address given to the Authority by the Director, or five days after the notice is deposited in the U.S. mail, first class postage prepaid, properly addressed to the Director.

##### III. OFFICERS.

3.1. Officers. The officers of the Board shall be the President and Vice-President.

3.2. Qualification, Selection, and Term. The President and Vice-President shall be Primary Directors and elected by the Board at the Board's first meeting in January of each year, and shall serve until a successor has been duly elected.

3.3. Duties of President. The President shall preside at all meetings of the Board. The President shall execute contracts, correspondence, conveyances, and other written instruments as authorized by the Board, and exercise and perform such other powers and duties as may be assigned by the Board. In the absence of both the President and Vice-President, the Board shall elect a President Pro-Tem from the Primary Directors present to preside at a meeting.

3.4. Duties of Vice-President. Notwithstanding the appointment of an Alternate Director for the President, the Vice-President shall perform the duties of the President in the absence or disability of the President; however, the Alternate Director for the President may otherwise attend and participate in the meeting as a substitute for the absent Primary Director. The Vice-President shall exercise and perform such other powers and duties as may be assigned by the Board. In the absence of both the President and Vice-President, and notwithstanding the appointment of an Alternate Director for the Director Position serving as Vice-President, the Board shall elect a President Pro-Tem from the Primary Directors to preside at a meeting; however, the Alternate Director for the Vice-President may otherwise attend and participate in the meeting as a substitute for the absent Primary Director.

3.5. Vacancies and Removal of Officers. Officers of the Board may be removed and replaced at any time, with or without cause, by a Majority Vote. A vacancy in any office shall be filled by nomination and election by the Board from the Primary Directors as soon as it is reasonably possible to fill the remaining term. In the event that an officer loses their position as a Primary Director, that officer position shall become vacant.

#### IV. MEETINGS.

4.1 Conduct of Meetings. All meetings of the Board shall be subject to the provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.) ("Brown Act"), the Agreement, and these bylaws. If any inconsistency exists between the provisions of the Brown Act and the Agreement or these bylaws, the provisions of the Brown Act shall control. If not addressed in the Brown Act, the Agreement or these bylaws, the procedures for meetings shall be pursuant to Robert's Rules of Order Newly revised. Authority Counsel shall act as parliamentarian for questions of procedure.

4.2 Regular Meetings Time and Place. Regular meetings of the Board shall occur **no less than quarterly**; however, regular meetings may be cancelled by the President due to the anticipated lack of a quorum or lack of business to be addressed. At its last regular meeting of each calendar year, the Board shall establish a regular meeting schedule for the following calendar year. The Board shall meet regularly in the **City of Greenfield City Council Chambers, 599 El Camino Real, Greenfield, CA**. Regular meetings shall **generally** occur on the **third Thursday of the first month of each calendar year quarter commencing at 9 a.m.** Notice and posting of agendas for regular meetings shall be pursuant to the provisions of the Brown Act. Notices and agendas shall be posted at **City of Greenfield City Council Chambers, 599 El**

Camino Real, Greenfield, CA.

4.3 Special Meetings. Special meetings may be called by the President at any time for a specific, announced purpose. At the request of any three (3) Primary Directors, the President shall call such a special meeting. Written notice of a special meeting shall be delivered to all Directors at least 48 hours in advance of any such meeting. Attendance at a special meeting by any Director amounts to a waiver of any defect in the giving of notice to such Director, unless at the meeting the Director specifically objects to the holding of the meeting on the grounds of such defect. Notice and posting of agendas for special meetings shall be pursuant to the provisions of the Brown Act.

4.4 Emergency Meetings. Emergency meetings may be called by the President under the circumstances and conditions set forth in the Brown Act.

4.5 Quorum. A quorum of the Board shall consist of three (3) Directors. No action shall be taken by the Board unless a quorum is present at the meeting, except as otherwise provided herein or in the Brown Act.

4.6 Voting. Actions of the Board shall be by majority vote. If a Director is recused or prohibited from voting due to an actual or perceived conflict of interest under the California Political Reform Act (Government Code section 8700 et seq.), Government Code section 1090 et seq., or common law, the Director shall leave the dais and the Board chambers, and his or her presence shall not be counted towards a quorum. The presence of any Director who otherwise abstains from voting shall be counted for purposes of determining a quorum, and shall be considered to vote in favor of the majority or, if a tie vote results not considering the abstaining Director's vote, in favor of the motion voted upon.

Voting on all motions and resolutions of the Board shall be by voice vote, calling for ayes and noes, except that if any Director requests a roll call vote, either before or after the voice vote is taken, then the vote shall be by roll call.

4.7 Minutes. The Board shall designate a Clerk of the Board of Directors who shall keep a record of proceedings of all minutes of the Board.

4.8 Preparation of the Agenda. The agenda for each meeting of the Board shall be prepared in the first instance by the Executive Director in consultation with the President and Authority Counsel. A memorandum signed by not more than two (2) Directors may cause an item to be placed on a Board agenda as requested in the memorandum.

The Board may not take action on or discuss items not listed on the agenda except as otherwise allowed by the Brown Act.

4.9 Time for Public Comment.

(a) Each agenda of the Board shall provide an opportunity for members of the public to address the Directors on any agenda item of interest to the public, before or during the Directors' consideration of the item. The President may limit the time allowed for each person to speak.

(b) Each agenda for regular meetings will include a regular time near the beginning of the agenda to receive public comment on items that are within the jurisdiction of the Authority but that are not on the agenda. Directors are not required to respond to any issues raised during the public comment period, and may not take any action on such issues other than to refer the item to Staff or schedule action for a future agenda.

4.10 Order of Agenda. The general order of each agenda for a regular meeting shall be as set forth in Exhibit A, attached hereto and incorporated herein. Special Board Matters are unique matters that may be of special interest to the Board or otherwise require special attention. Consent Items are those items that are not controversial and that can be taken together with a single vote. Directors or members of the public may ask that a consent item be removed from consent and discussed.

4.11 Procedure for Discussion Items. All items for discussion and decision by the Board shall be heard with the following procedure:

4.11.1 Introduction by the President.

4.11.2 The Executive Director or designee presents the Staff report to the Directors.

4.11.3 The President inquires if Directors have any questions of Staff.

4.11.4 The President opens the item for public comment; public speakers are requested to identify themselves.

4.11.5 Public testimony is closed and the item returned to the Board for further questions and discussion.

4.11.6 The President entertains any motion on the item.

4.11.7 Board votes.

The President may alter the order specified above, if the President believes such change in the order would facilitate the hearing process. Should the Board be required to undertake a noticed public hearing on an application for a permit or other entitlement, the President may modify the above-described procedure to allow time for proponents and opponents of the matter to address the Board outside of general public comment, including appropriate time for rebuttal.

4.12 Reconsideration. The Board may reconsider any item upon which a final vote has been taken at the same meeting upon motion by a Director who voted in the majority on the item. If a motion for reconsideration is made and passes, the item will be reconsidered at the same meeting, or may be continued to a future meeting for reconsideration. A motion for reconsideration shall have precedence over every other motion except a motion to adjourn.

4.13 Continuance and Adjournment. The Directors may continue any item to another meeting specified in the order of continuance, may adjourn any meeting without specifying a

new meeting date, and may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so continue an item or adjourn a meeting. If all members are absent from any meeting, the Secretary may so adjourn the meeting, and shall provide notice of any new meeting date and time as required by law.

## V. **BOARD ACTIONS.**

**5.1** The Board may take action in one of three (3) ways:

(a) By Ordinance for matters that are regulatory in nature, as determined by Authority Counsel, for example the adoption of rules and regulations regarding the operation or placement of **equipment**, the imposition of a permit requirement, or as otherwise may be required by law. Ordinances may be passed and adopted on the same day but shall not take effect until 30 days after adoption unless by a unanimous vote of the Board the Ordinance is to take effect immediately. Ordinances shall require a noticed public hearing pursuant to Government Code section 6061 at least ten (10) days prior to the hearing, and may be codified upon order of the Board;

(b) By Resolution for matters not requiring an Ordinance but otherwise requiring special Board attention or the creation of an appropriate record, as determined by Authority Counsel, for example the setting of a fee schedule; and

(c) By Board Order for routine and non-controversial matters, as determined by Authority Counsel, for example Consent Items.

**5.2** The introductory of clause of Ordinances shall be “Be it ordained by the Board of Directors of the South Salinas Valley Broadband Authority . . . .” The introductory clause of resolutions shall be: “Be it resolved by the Board of Directors of the South Salinas Valley Broadband Authority . . . .”

**5.3** The general format of ordinances and resolutions shall be as set forth in Exhibits B and C, respectively, attached hereto.

## VI. **COMMITTEES.**

6.1 Standing Committees. The Board may establish from time-to-time standing committees. Meetings of the standing committees shall be subject to the provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.). Standing committees shall meet as frequently as is necessary to fulfill the committee’s duties, but in any event, not less than quarterly. Except as may be specifically ordered by the Board, standing committees shall consist of not more than two (2) Directors. Each standing committee shall elect a Chairperson and Vice Chairperson.

6.2 Appointment and Terms of Committees. The Board shall appoint members of standing committees at its regular meeting in January of each year, and terms of committee members shall be one year or until successors are appointed. Members of committees may be re-appointed for succeeding terms, without limitation; however, in order to provide continuity

for each standing committee, the Chair of each standing committee shall continue to serve as a member of that committee, whether as Chair or as a regular member, in the calendar year following service as Chair.

6.3 **Additional Committees.** The Board may by majority vote establish and ad hoc committees. Ad hoc committees may not consist of more than two (2) Directors, shall be advisory only, shall have limited subject matter jurisdiction, and shall generally not exist for more than one year. Ad hoc committees are not subject to the provisions of the Brown Act.

6.4 **Staff Assistance to Committees.** Authority Staff shall provide assistance to all committees of the Directors, at the request of the committee or the Board. Staff shall provide for the taking of minutes for standing committees.

6.5 **Role of Committees.** The role of each committee is limited to the matters expressly assigned to the committee by these bylaws or by order of the Board, together with all matters necessarily incidental thereto. Except as otherwise expressly provided in these bylaws or by resolution of the Board, the committee does not make binding decisions on those matters; rather, the committee makes recommendations on those matters that are to be considered by the Board.

6.6 **Committee Procedures.** Standing committees shall establish a day and time for regular meetings, and shall conduct their business in compliance with the Brown Act. Annually, Committees shall elect a Chairperson and Vice-Chairperson. Committees shall conduct their business generally in conformance with the procedures set forth for the Board of Directors in section 4.9 – 4.13, above. The Executive Director shall prepare the agendas for Committee meetings.

Committees may act only when both members are present, and by a “Committee Order” only; Committees may not adopt resolutions or ordinances. All actions shall be taken by unanimous vote.

## VII. **MISCELLANEOUS.**

7.1 The mailing address for the Authority shall be C/O City Clerk, City of Greenfield, P.O. Box 127, Greenfield, CA 93927.

7.2 The Board may adopt a logo, seal and letterhead for the Authority

7.3 The format for Staff reports to the Board or its committees shall be as set forth in Exhibit D.

## VIII. **ADOPTION AND AMENDMENT OF BYLAWS.**

8.1 These bylaws shall be adopted by resolution, approved by a majority of the Directors. The bylaws may be amended at any properly noticed meeting, by resolution approved by a majority of the Directors.

Adopted \_\_\_\_\_

**RESOLUTION NO. 2022-01**  
**A RESOLUTION OF THE SOUTH SALINAS VALLEY BROADBAND AUTHORITY  
TO APPROVE AND ADOPT OFFICIAL BYLAWS**

**WHEREAS,** The South Salinas Valley Broadband Authority (SSVBA) formed on May 27, 2022, by means of a Joint Powers Agreement entered into by the City of Gonzales, City of Greenfield, City of King, City of Soledad, and the County of Monterey,

**WHEREAS,** The executed Joint Powers Agreement provides that SSVBA must adopt bylaws by May 27, 2023, one year since its formation,

**WHEREAS,** The SSVBA Board of Directors received an informational presentation and reviewed draft bylaws at their August 18, 2022 Board Meeting,

**WHEREAS,** The SSVBA Board of Directors has reviewed the draft bylaws and provided feedback and recommendations; and

**WHEREAS,** Section 8.1 of the SSVBA Bylaws state that the bylaws must be adopted by resolution, approved by majority vote of the Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Directors of the South Salinas Valley Broadband Authority as follows:

1. The above recitals are true and correct.
2. The South Salinas Valley Broadband Authority Board of Directors approves and adopts the bylaws.

PASSED AND ADOPTED on this 29th day of September 2022 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Ann Rathburn, Clerk of the Board of Directors of the South Salinas Valley Broadband Authority, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof

Dated: September 29th, 2022

\_\_\_\_\_  
Clerk of the Board of Directors of the South Salinas Valley  
Broadband Authority, County of Monterey, State of California

---

**AGENDA ITEM:** 6.b.

**AUTHORITY MEETING DATE:** September 29, 2022

**SUBJECT:** Local Agency Technical Assistance (LATA) Applications Update

**RECOMMENDATION:**

Receive update from Golden State Connect Authority (GSCA) regarding the submission of Local Agency Technical Assistance (LATA) applications for each SSVBA municipality.

**BACKGROUND:**

Administered by the California Public Utilities Commission (CPUC), the Local Agency Technical Assistance (LATA) application window opened on August 1, 2022. Local agencies are eligible for up to \$500,000, approved by ministerial review, for pre-construction costs which include network design, feasibility studies or JPA formation, or reimbursement for work products related to broadband implementation such as consultant or community-based organization services.

During the August 18th, 2022 SSVBA Board Meeting, the SSVBA Board voted to work with Golden State Connect Authority (GSCA) to submit LATA applications for each SSVBA member municipality: King City, City of Gonzales, City of Greenfield, City of Soledad, and County of Monterey.

**FISCAL IMPACT:**

None

**ATTACHMENT(S):**

**Exhibit D:** LATA Submission Update

**PREPARED BY:** Barbara Hayes, Chief Economic Development Officer, RCRC

**Exhibit D:**

# LATA (First Round) Applications August 2022 Submittals

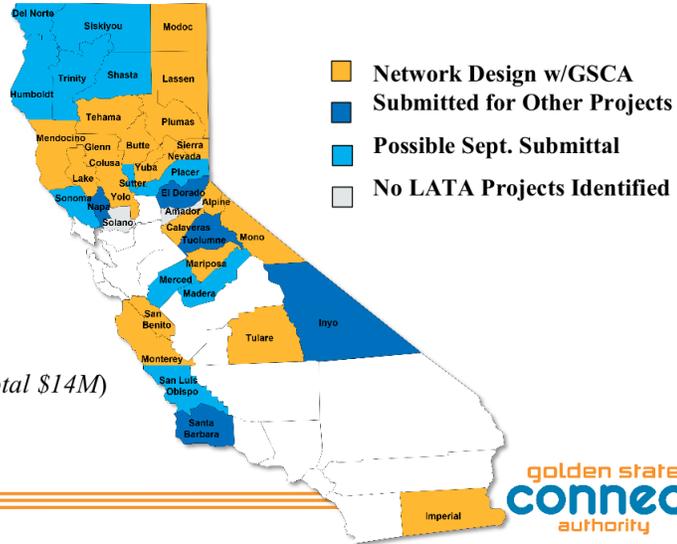
- **45** applications submitted (*Total \$22.2M*)

- **33** of **45** applications from RCRC member counties/cities/towns (*Total \$15.5M*)

- 26 Member Counties
- 7 Cities/Towns-Participating Entities

- **28** applicants will participate w/ GSCA (*Total \$14M*)

- 21 Member Counties
- 7 Cities/Towns



---

**AUTHORITY MEETING DATE:** September 29, 2022

**AGENDA ITEM:** 6.c.

**SUBJECT:** Consider Issuance of Request for Proposal (RFP) for Legal Counsel Services

**RECOMMENDATION:**

Review draft RFP and distribution list. Motion to direct staff to issue an RFP to seek proposals to engage a legal firm or attorney to serve as SSVBA legal counsel.

**BACKGROUND:**

South Salinas Valley Broadband Authority is in need of contract legal representation. Following its formation on May 27th, 2022, Les Girard, Monterey County Legal Counsel, provided temporary legal counsel. SSVBA must now engage an attorney firm to serve as legal counsel. As a government entity, SSVBA should issue a Request for Proposal (RFP) to solicit proposals from a legal firm or attorney with the appropriate experience and qualifications to provide these services.

**FISCAL IMPACT:** None at this time

**ATTACHMENT(S):**

- Draft Request for Proposal and Contract for Services
- Proposed Distribution List

**PREPARED BY:** Director & Patrick Dobbins, Acting City Manager, City of Gonzales

# **South Salinas Valley Broadband Authority**

REQUEST FOR PROPOSALS  
FOR  
LEGAL COUNSEL SERVICES

South Salinas Valley Broadband Authority is a Joint Powers Authority consisting of the cities of Gonzales, Greenfield, King, and Greenfield and the County of Monterey

October 2022

## **I. BACKGROUND**

The South Salinas Valley Broadband Authority (SSVBA) is a Joint Powers Authority consisting of the cities of Gonzales, Greenfield, King, and Greenfield and unincorporated areas of Monterey County

SSVBA was formed in May 2022 to develop and oversee expansion of reliable and affordable high-speed internet infrastructure in South Salinas Valley. SSVBA is governed by a five-member Board of Directors, one Council member from each from the four cities (Gonzales, Greenfield, King, and Greenfield) and one from the Monterey County Board of Supervisors.

Since the JPA's formation in May 2022, SSVBA has received general legal services from Monterey County Counsel's Office. Due to internal reassignments, SSVBA is seeking to contract for legal counsel services from individual attorney (sole proprietor) or a law firm.

## **II. SCOPE OF SERVICES**

SSVBA released this Request for Proposals (RFP) to obtain proposals from qualified attorneys and law firms to provide general counsel legal services. The successful firm will provide an individual designated to serve as SSVBA's General Counsel. The individual shall have expertise in the following areas: public agency law, public meeting law, environmental regulations, personnel, and contracting. A description of the services sought is described herein.

The individual or firm selected to provide services as General Counsel will be paid on an hourly not-to-exceed basis. It is expected that Legal Counsel services will be an average of 30 to 40 hours per month.

Expectations for general counsel legal services include:

1. Attendance at quarterly Board of Directors meetings and any special meetings if called. Currently, the board meetings are in hybrid format (in-person and via Zoom), however the individual selected for this contract shall make it a priority to attend in person.
2. Provide general legal advice and counsel to the SSVBA Board and SSVBA staff related to matters important to the agency.
3. Research and interpret laws, proposed legislation, court decisions, and other legal authorities to prepare legal opinions and to advise the Board and staff accordingly.
4. Review and assist in preparation of SSVBA Board meeting agenda packets, resolutions, ordinances, contracts, agreements, memoranda, and other writings as needed.
5. Present written or oral legal reports or advice to the SSVBA Board and staff.
6. Coordination of required work of outside legal counsel retained by SSVBA for finance activities, regulatory compliance, litigation, or other proceedings.

7. Provide advice and assistance as needed on its application to the operation of SSVBA, on matters pertaining to the organization of SSVBA, contracts/agreements, procurement, conflicts of interest, and human resources.
8. Maintain SSVBA's standard contract/agreement provisions ("boilerplate templates") required of vendors, consultants, or contractors.
9. Time incurred for internal conversations, consultation, emails, memoranda, cross training, etc. between attorneys, paralegals, and other staff within the firm.
10. Assist with delivery, development, and contract review and management for SSVBA programs and any Federal and/or State grants.
11. Other routine legal advice, consultation, and opinions to SSVBA and staff on areas such as: public sector law, public meetings, public records act requests, contracts/agreements, existing and proposed broadband laws and regulations, real estate law, employment laws, human resources management, conflicts of interest, environmental laws, litigation, risk management, procurement of goods and services, and knowledge of applicable California Codes and federal codes and regulations.

### **III. ADDITIONAL SERVICES**

There will likely be matters that, due to complexity, size in scope, litigation, special projects, new laws or regulations, ballot measures, etc. requiring services beyond that which are encompassed in general counsel legal services. Effective communication will be essential to ensure that the need for Additional Services is discussed in advance and with a reasonable expectation of the number of legal services required.

It may also be in SSVBA's best interest to retain additional outside counsel for unique or specialized matters of law. In those circumstances, SSVBA General Counsel may be asked to coordinate with outside counsel. Additional Services, beyond the scope of General Counsel, will be billed on an hourly rate. Such services would be authorized by task orders on a case-by-case basis.

### **IV. QUALIFICATIONS**

1. Attorneys proposed by any firm must be admitted to practice in the State of California and in good standing with the California State Bar.
2. The attorney proposed to act as General Counsel to SSVBA must have at least 10 years legal experience.
3. Demonstrated legal expertise in the following areas as it relates to public agencies:
  - a. Laws and regulations governing California, such as the California Government Code, Ralph M. Brown Act, Public Records Act, Political Reform Act, General Municipal Law, and operating procedures relative to the conduct of business.

- b. Experience and knowledge of the bidding, award, and administration of public contracts, including Public Contract Code, Labor Code, and other California statutes governing the procurement process.
- c. Experience in public employment labor laws.
- d. Environmental laws, including the California Environmental Quality Act (CEQA);
- e. Contracts, joint powers authorities, memoranda of understanding, including risk transfer provisions.
- f. Preparation and review of ordinances and resolutions.
- g. Real estate law, easements, rights-of-way, and other related agreements and negotiations.
- h. Other relevant areas pertaining to public agency laws.

**V. PROPOSAL EVALUATION**

- 1. SSVBA will establish a Consultant Selection Panel (Panel) including but not limited to representatives from the Board and staff. The Panel will evaluate the proposals based on the information submitted according to the proposal evaluation criteria below.
- 2. SSVBA reserves the option to invite short-listed Proposers for a pre-selection interview.
- 3. Based on the proposals and/or interviews, the Panel will rank proposals and may recommend to Board of Directors to enter a contract (sample contract attached) with the top ranked individual/firm. The Board of Directors has final approval authority to enter a contract with the selected individual/firm.
- 4. SSVBA reserves the option to not select any proposals from this RFP.

**PROPOSAL EVALUATION CRITERIA:** The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting.

<b>Criteria Description</b>	<b>Weighting</b>
Minimum Qualifications (Section III)*	Pass/Fail
Experience and Qualifications <ul style="list-style-type: none"> <li>1. Experience of firm and specific qualifications of attorney designated to serve as SSVBA General Counsel in the areas identified in section II “Detailed Scope of Services”</li> <li>2. Resumes of staff designated to support the attorney serving as SSVBA General Council</li> <li>3. Broadband experience</li> </ul>	65%

Proposer’s Approach to Working with SSVBA	15%
Commercial Terms (Price) and Compliance with SSVBA Standard Contract	20%
Total =	100%

\* Proposer shall pass section III “Proposer Minimum Qualifications” listed above to be declared qualified.

**VI. PROPOSAL SUBMITTAL REQUIREMENTS**

1. Twenty five page maximum submitted electronically in PDF format. Executive Summary with description of company including Firm or individual name and contact information, including e-mail and website addresses, year organized, principals with the firm, types of work performed, number of employees.
2. Summary aligned with Section II “Detailed Scope of Services” above including qualifications, specializations, experience, professional affiliation, special training, availability, California Bar license numbers, and contact information for key personnel and proposed lead and back-up attorneys for the organization.
3. Resumes of staff that would work on SSVBA projects.
4. Information on any previous experience or services provided, including broadband experience,
5. General Counsel services, public agency representation, relevant litigation experience, list of relevant past or present clients, etc.
6. List of clients you currently represent that could cause a conflict of interest with your responsibilities as General Counsel for SSVBA.
7. If your firm or you have filed any litigation in the past five years in which SSVBA, its city/county members, or one of their employees was named as a party, please describe the case(s).
8. Other factors or special considerations you feel would influence your selection.
9. Provide five public agency references with full contact information.
10. Include a copy of the firm’s Standard Rate Schedule and the proposed hourly rate for the attorney to be assigned to SSVBA.

**VII. MISCELLANEOUS**

1. As distribution of this RFP is by email, it's the proposer's responsibility to advise SSVBA staff that you intend to submit a proposal and therefore need to be included on the official distribution list to receive any addenda.
2. Travel - Travel time shall be billed at 50% of the hourly rate. Any billings for travel time to, from, or within Monterey County will be limited to 1.0 hour per way. Reasonable travel expenses will be reimbursed without mark-up.
3. Additional Information -Scope of Services may be revised upon mutual agreement between the Contractor and SSVBA staff.
4. Ownership of Work Products - All notes, documents, and final products in all native formats (e.g., Word, Excel, PowerPoint, databases, handwritten notes) produced in the performance of this agreement shall be the property of SSVBA and shall not be shared with other entities without permission from SSVBA staff.
5. Request for Proposal Schedule - SSVBA anticipates that the process for selection of General Counsel and awarding the contract will be according to the following schedule.

	<b>Milestone</b>	<b>Date</b>
1	Issue Request for Proposal	
3	Deadline to submit Questions	
4	Responses to Questions	
5	Proposal Due Date	
6	SSVBA staff reviews submitted proposals	
7	Interviews (if needed)	
8	SSVBA Board Meeting for Approval of the Contract	
9	Contract Begins	

## **VIII. INSTRUCTIONS TO PROPOSERS**

### **1. Time and Manner of Submission**

The Proposal shall be submitted electronically to and received by SSVBA's office no later than 4:00 p.m. on Friday, November xx, 2022.

Submit to:

Ann Rathburn, Board Clerk  
Email: arathbun@ci.greenfield.ca.us

- Each proposal shall include the full business legal name, DBA, and address and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature.
- All submitted proposals become the property of SSVBA.

## **2. Explanations to Proposers**

All requests, questions or other communications regarding this RFP shall be made in writing to SSVBA via email. Address all communications to Ann Rathburn, Board Clerk and copy Alexia Garcia, Monterey Bay Economic Partnership. To ensure that written requests are received and answered in a timely manner, email correspondence is required. Ms. Lembke will distribute questions and the answers to all potential Proposers electronically.

Ann Rathburn, Board Clerk  
City of Greenfield  
599 El Camino Real  
P.O. Box 127  
Greenfield, CA 93927  
Email: arathbun@ci.greenfield.ca.us

and CC  
Alexia Garcia  
Email: agarcia@mbep.biz

SSVBA will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

## **3. Withdrawal or Modification of Proposals**

Proposals may be modified or withdrawn only by an electronic request received by SSVBA staff prior to the Request for Proposal due date.

## **4. Proposal Evaluation and Selection Process**

Submitted proposals shall be evaluated for award based on the criteria described in the Section IV “Proposal Evaluation Criteria” section of this Request for Proposal.

SSVBA may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on SSVBA's review of the proposals received, a “short listed” group of Proposers may be selected. The “short listed” firms may be required to make verbal presentations of their

qualification to SSVBA. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and in the best interests of SSVBA to accept it.

The right is reserved, as the interest of SSVBA may require, to reject any or all proposals and to waive any irregularity in the proposals received.

Within ten (10) calendar days after notice of award, the successful Proposer shall deliver to SSVBA the required insurance certificates as per Section x.xx of the sample contract and the executed contract. The contract forms will be forwarded to the Proposer with the award notification.

## **5. Duration of Contract**

The initial term of the contract shall be for a three-year period, subject to approval by SSVBA's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The Budget is subject to the approval of SSVBA's Board of Directors.

## **6. Proposal Preparation Costs**

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to SSVBA.

## **7.. Contract**

SSVBA's standard contract is included in the Sample Contract section of this Request for Proposal.

Include a statement in your proposal of the firm's ability to execute the standard agreement and include any desired revisions to the standard agreement.

SSVBA may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

AGREEMENT FOR PROFESSIONAL SERVICES

Between

SOUTH SALINAS VALLEY BROADBAND AGENCY

and the

[ ENTITY PROVIDING LEGAL COUNSEL SERVICES ]

This Professional Services Agreement (“Agreement”) is made and entered into by and between the South Salinas Valley Broadband Joint Powers Agency, a California Joint Powers Authority (“Agency”) and ----- (“Attorney”).

In consideration of the mutual covenants and conditions set forth in this Agreement the Parties agree as follows:

1. SERVICES TO BE PROVIDED. Agency hereby engages Attorney, and Attorney hereby agrees to perform the services described in Exhibit B in conformity with the terms of this Agreement. These services are generally described as the provision of as-needed legal services for the Agency.

The primary attorney providing services to the Agency shall be -----.  
Mr./Ms. ----- back-up shall be -----.  
Litigation services will be under the general supervision of Mr./Ms. -----.

2. PAYMENTS BY THE AGENCY. Agency shall pay Attorney in accordance with the payment provisions set forth in Exhibit A (Standard Provisions). Compensation shall be payable at an hourly rates specified in Exhibit C.

3. TERM OF AGREEMENT. The term of this Agreement is from the effective date of this agreement for initial period of three years. Extensions shall be mutually agreed to.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A Standard Provisions

Exhibit B Scope of Services

Exhibit C Billing Rate Schedule

5. CONTRACT ADMINISTRATORS.

FOR AGENCY:

FOR ATTORNEY:

( ) \_\_\_\_\_

IN WITNESS WHEREOF, Agency and Attorney have executed this Agreement as of the last date opposite the respective signatures below.

SOUTH SALINAS VALLEY BROADBAND  
AGENCY

ATTORNEY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A STANDARD PROVISIONS

### 1. PERFORMANCE STANDARDS

Attorney warrants that Attorney and Attorney's employees performing services hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this agreement.

Attorney and its employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

Attorney shall furnish, at its own expense, all materials equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Attorney shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

### 2. PAYMENT CONDITIONS

Attorney shall submit to the Agency's Contract Administrator an invoice on a form acceptable to the Agency. Such invoice shall be submitted monthly. The invoice shall set forth the amounts claimed by Attorney for the previous month, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the Agency may require. The Contract Administrator or designee shall approve the invoice for payment, either in the requested amount or in such other amount as the Agency approved in conformity with this Agreement. A check shall be issued in the approved amount within 45 calendar days of receiving the invoice.

### 3. TERMINATION

3.01. During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least sixty (60) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the Agency shall pay to Attorney all sums due for services rendered prior to the date of termination.

3.02. Agency may cancel and terminate this Agreement for good cause effective immediately upon written notice to Attorney. "Good cause" includes but is not limited to the failure of Attorney to perform the required services at the time and in the manner provided herein. If the Agency terminates this Agreement for good cause, the Agency shall pay to Attorney all sums due for services rendered prior to the date of termination.

#### 4. INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless the Agency and its officers, agents, and employees from and against the following:

(a) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys' fees) occurring or resulting to any person, firm or corporation for damage, injury or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise of, or connected with the sole wrongful, willful, or negligent act or omission of Attorney, its officers, employees or agents in the performance of this Agreement.

#### 5. INSURANCE

5.01. Attorney, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Attorney and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Attorney shall provide proof satisfactory to Agency of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the Agency.

Attorney shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Attorney's fee structure. Attorney shall not allow any subcontractor to commence work on any subcontract until Attorney has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to Agency. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Attorney shall maintain all required insurance listed herein for the duration of this Agreement.

5.02. Workers' Compensation - Attorney shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Attorney. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$2,000,000 per accident. In the alternative, Attorney may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Agency. The insurer, if insurance is provided, or the Attorney, if a program of self-insurance is provided, shall waive all rights of subrogation against the Agency and its officers, officials,

employees, and volunteers for loss arising from work performed under this Agreement.

5.03 Commercial General and Automobile Liability Insurance.

5.03.01 General requirements. Attorney, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

5.03.02 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

5.03.03 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Agency, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Attorney; or automobiles owned, leased, hired, or borrowed by the Attorney.
- c. For any claims related to this Agreement or the work hereunder, the Attorney's insurance covered shall be primary insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Attorney's insurance and shall not contribute with it.

- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the Agency.

5.04 Professional Liability Insurance.

5.04.01 General requirements. Attorney, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$100,000 per claim.

5.04.02 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Attorney shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Agency for review prior to the commencement of any work under this Agreement.

5.04.03 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

5.05 All Policies Requirements.

5.05.01 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

5.05.02 Verification of coverage. Prior to beginning any work under this Agreement, Attorney shall furnish Agency with complete copies of all policies delivered to Attorney by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by

that insurer to bind coverage on its behalf. If the Agency does not receive the required insurance documents prior to the Attorney beginning work, it shall not waive the Attorney's obligation to provide them. The Agency reserves the right to require complete copies of all required insurance policies at any time.

5.05.03 Deductibles and Self-Insured Retentions. Attorney shall disclose to and obtain the written approval of Agency for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, employees, and volunteers; or the Attorney shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.05.04 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).

5.05.05 Waiver of Subrogation. Attorney hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Attorney agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Attorney, its employees, agents, and subcontractors.

5.05.06 Subcontractors. Attorney shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.06 Remedies. In addition to any other remedies Agency may have if Attorney fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for Attorney's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Attorney to stop work under this Agreement or withhold any payment that becomes due to Attorney hereunder, or both stop work and withhold any payment, until Attorney demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

## 6. RECORDS AND CONFIDENTIALITY

- 6.01. Agency Confidentiality. Attorney and its officers, employees and agents shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. Attorney shall not disclose any confidential records or other confidential information received from the Agency or prepared in connection with the performance of this Agreement, unless the Agency specifically permits Attorney to disclose such records or information. Attorney shall promptly transmit to the Agency any and all requests for disclosure of any such confidential records or information. Attorney shall not use any confidential information gained by Attorney in the performance of this Agreement except for the sole purpose of carrying out Attorney's obligations under this Agreement.
- 6.02. Agency Records. When this Agreement expires or terminates, Attorney shall return to the Agency any records which Attorney utilized or received from the Agency to perform services under this Agreement.
- 6.03. Maintenance of Records. Attorney shall prepare, maintain, and preserve all reports and records that may be required by federal, state, county and Agency rules and regulations related to services performed under this Agreement. Attorney shall maintain such records for a period of at least three-years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then Attorney shall retain said records until such action is resolved.
- 6.04. Access to and Audit of Records. The Agency shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Attorney related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involved the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the Agency or as part of any audit of the Agency, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

## 7. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this agreement, Attorney is at all times acting and performing as an independent contractor and not as an employee of the Agency. No offer or obligation on permanent employment with the Agency is intended in any manner, and Attorney shall not become entitled by virtue of this

Agreement to receive from the Agency any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Attorney shall be solely liable for and obligated to pay directly all applicable taxes, including but not limited to federal and state income taxes and social security, arising out of Attorney's performance of this Agreement. In connection therewith, Attorney shall defend, indemnify, and hold the Agency harmless from any and all liability which the Agency may incur because of Attorney's failure to pay such taxes.

## 10. NOTICES

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the Agency's and Attorney's Contract Administrators at the addresses listed at page 2 of this Agreement.

## 11. GENERAL PROVISIONS

11.01. Conflict of Interest. Except as specifically set forth in and subject to the remaining provisions of this Section 11.01, Attorney represents that none of the attorneys providing services under this Agreement presently have a financial interest, and shall not acquire any financial interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

Attorney shall promptly inform the Agency of any situation giving rise to a conflict of interest in the representation of the Agency, and the parties shall confer in good faith regarding a potential waiver of any conflict. Should any conflict not be waived, the Agency shall seek legal services from a different attorney of its choice regarding that matter.

11.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

11.03. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

11.04. The term "Attorney" as used in this Agreement includes Attorney's officers, agents, and employees acting on Attorney's behalf in the performance of this Agreement.

11.05. Assignment and Subcontracting. Attorney shall not assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this Agreement

without the prior written consent of the Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the AGENCY. Notwithstanding any such subcontract, Attorney shall continue to be liable for the performance of all requirements of this Agreement.

- 11.06. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 11.07. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 11.08. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 11.09. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 11.10. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 11.11. Non-exclusive Agreement. This Agreement is non-Exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- 11.12 Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- 11.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 11.14. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- 11.15. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements either written or oral, between the parties as of the effective date hereof.

END OF EXHIBIT A

## EXHIBIT B

### SAMPLE SCOPE OF SERVICES

- *Serve as the Agency's general legal counsel on an as-needed basis, except where special counsel is required.*
- *Attend regular and special meetings of the Agency's Board of Directors in person and Agency's committees as requested*
- *Attend in-person meetings with the Agency's officers and employees when requested and maintain regular telephone and e-mail contact.*
- *Provide general legal advice to the Agency's Board, Committees, Directors, officers, employees, and Attorneys/independent contractors as requested.*
- *Review monthly agenda items and assist in preparation of agenda documents as requested (staff reports, resolutions, administrative items, etc.)*
- *Review CEQA documents and assist in preparation of environmental documents as requested.*
- *Prepare legal opinions as necessary.*
- *Prepare and/or review contracts and indemnification agreements as requested.*
- *Prepare occasional reports and present information at public hearings as requested.*
- *Represent the Agency in litigation matters, unless the Agency retains special counsel for this purpose. Matters requiring litigation may require a separate agreement.*

END OF EXHIBIT B

EXHIBIT C

ATTORNEY'S RATE SCHEDULE

## Legal Counsel Circulation List

Contact Name	Legal Firm	Contact Information
Claudia Weaver	Lozano Smith	cweaver@lozanosmith.com
Daniel Archer	Kennedy, Archer & Giffen	darcher@kaglaw.net
Alex J. Lorca	Fenton & Keller	alorca@fentonkeller.com
Gail Karish	Best Best & Krieger	GAIL.KARISH@BBKLAW.COM
Maxwell A. Blum	Burke, Williams & Sorensen	mblum@bwslaw.com
Laurence S. Wiener	RWG Law	lwiener@rwglaw.com
Amanda A. Pope	Jones Mayer Law	aap@jones-mayer.com
Chelsea Redmon	Fieldman, Rolapp & Associates	credmon@fieldman.com

---

**AGENDA ITEM:** 6.d.

**AUTHORITY MEETING DATE:** September 29, 2022

**SUBJECT:** Resolution to Approve Crown-Castle Leasing Contract

**RECOMMENDATION:**

- Receive update from staff regarding the Crown-Castle dark fiber leasing contract
- Motion to adopt a resolution ratifying SSVBA's decision to approve a twenty-year lease with a one-time \$200,000 payment.

**BACKGROUND:**

On July 28, 2022, the SSVBA Board received a presentation from the Monterey Bay Economic Partnership regarding a dark fiber leasing proposal from Crown-Castle. Dark fiber is essential to completing its public broadband network. Executing a leasing contract with Crown-Castle by December 31, 2022 is necessary in order to lock in a leasing rate of \$8.50 per mile per month for four strands, or a total of \$1,550 for four strands for the entire fiber route. On January 31, 2023, a deal brokered by the California Public Utilities Commission will expire, causing the leasing rates to increase exponentially in correspondence with market-rate prices.

On August 18, 2022, the SSVBA Board voted to approve a leasing option for four strands of custom dark fiber network for a period of 240 months, with an initial non-recurring charge of \$200,000 and monthly recurring charge of \$5,200. During the August 18, 2022 meeting, the SSVBA Board also voted to approve an amendment to the original JPA language, allowing SSVBA to enter into contracts related to broadband deployment, rather than requiring each member municipality's approval. Crown-Castle has indicated that payments will not be due until the time of construction, approximately six months in the future.

**DISCUSSION:**

To move forward with a contract between Crown-Castle and SSVBA, and ensure the lower leasing rates, Crown-Castle must be provided with an official name to which services shall be billed. SSVBA should adopt a resolution ratifying the chosen leasing option and identifying SSVBA as the lessee to whom services will be billed to.

**FISCAL IMPACT:** None at this time

**ATTACHMENT(S):**

- Resolution 2022-02 to Approve Crown-Castle Leasing Option

**PREPARED BY:** Alexia Garcia, Monterey Bay Economic Partnership

**SOUTH SALINAS VALLEY BROADBAND AUTHORITY  
RESOLUTION TO APPROVE CROWN-CASTLE LEASING OPTION**

**WHEREAS**, The South Salinas Valley Broadband Authority (SSVBA) formed on May 27th, 2022, by means of a Joint Powers Agreement entered into by the City of Gonzales, City of Greenfield, City of King, City of Soledad, and the County of Monterey; and

**WHEREAS**, On August 18, 2022, the SSVBA Board of Directors voted to lease four strands of dark fiber from Crown Castle for a period of 240 months with a one-time charge of \$200,000 and a monthly recurring charge of \$5,200.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the South Salinas Valley Broadband Authority as follows:

1. The above recitals are true and correct.
2. GSCA will be named as the entity to be billed for the Crown Castle leasing charges.
3. SSVBA will remain the lessee of the dark fiber infrastructure as named in the Crown Castle contract.

PASSED AND ADOPTED on this 29th day of September, 2022 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Ann Rathburn, Clerk of the Board of Directors of the South Salinas Valley Broadband Authority, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof

Dated: September 29th, 2022

\_\_\_\_\_  
Clerk of the Board of Directors of the South Salinas Valley  
Broadband Authority, County of Monterey, State of California

---

**AGENDA ITEM:** 6.e.

**AUTHORITY MEETING DATE:** September 29, 2022

**SUBJECT:** Approve South Salinas Valley Broadband Authority Logos

**RECOMMENDATION:**

Review and approve South Salinas Valley Broadband Authority Logos

**BACKGROUND:**

The South Salinas Valley Broadband Authority will need an official logo to aid in the identification of SSVBA as well as to facilitate future activities such as community outreach, website creation, and official correspondence. SSVBA Executive Director, Monterey Bay Economic Partnership, has created logo options for review.

**DISCUSSION:**

**FISCAL IMPACT:** None

**ATTACHMENT(S):**

Exhibit E: Proposed SSVBA Logos

**PREPARED BY:** Alexia Garcia, Monterey Bay Economic Partnership

**Exhibit E**

**Option A:**



**Option B:**



**Option C:**



**SOUTH SALINAS VALLEY  
BROADBAND AUTHORITY**

## Executive Director's Report

---

**AGENDA ITEM:** 7.a.

**AUTHORITY MEETING DATE:** September 29, 2022

**SUBJECT:**

Informational Presentation from University of California Agriculture and Natural Resources

**RECOMMENDATION:**

Receive informational presentation from Dr. Keith Taylor, UC Davis Professor and University of California Agriculture and Natural Resources.

**BACKGROUND:**

Dr. Keith Taylor, Professor of Cooperative Extension & Community Economic Development at the University of California Davis and University of California Agriculture and Natural Resources (UCANR) will share an informational presentation regarding UCANR and its new community economic development programming and opportunities for enhancing universal broadband using community broadband models.

**FISCAL IMPACT:** None

**ATTACHMENT(S):** None

**PREPARED BY:** Alexia Garcia, Monterey Bay Economic Partnership