South Salinas Valley Broadband Authority

Greenfield City Council Chambers

599 El Camino Real

Greenfield, CA 93927

www.ssvba.org

Special Meeting Agenda – Final

Wednesday, July 22, 2026

2:30 PM

Greenfield City Council Chambers

Board of Directors

Chair Chris Lopez, County of Monterey - District 3

Vice-Chair Mike LeBarre, City of King – Mayor

Director Jose Rios, City of Gonzales - Mayor

Director Belen Garcia, City of Greenfield – Council Member

Director Ben Caldera, City of Soledad – Council Member

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PLEDGDE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT PROCEDURES

If you wish to make a general public comment or comment on a specific agenda item, you are encouraged to attend the SSVBA Board of Directors meeting in person. Public comment may also be submitted via email at jose@mcbc.biz and will be entered into the record. Public comments are generally limited to two minutes per speaker; the Board Chair may further limit the time for public comments depending on the agenda schedule.

GENERAL PUBLIC COMMENTS

Receive public comments on items that are not on the agenda and that are in the South Salinas Valley Broadband Authority's subject matter jurisdiction. Comments on Consent and Consideration should be held until the items are reached.

CONSENT AGENDA

ID#26-001 **Minutes**

Recommendation: Approve minutes of January 30, 2026.

PRESENTATION

ID#26-002 **Monterey County Business Council (MCBC) Performance Review for FY 2025 – 2026**

Recommendation: No action required. MCBC will provide an update on activities performed under its Consultant Services Agreement with SSVBA for the FY 2025 – 2026 performance period.

CONSIDERATION

ID#26-003 **Revised SSVBA Board of Directors 2026 Meeting Calendar**

Recommendation: Approve the revised SSVBA Board of Directors 2026 Meeting Calendar

ID#26-004 **Approve a Resolution Reassigning SSVBA Bank Account Signatories**

Recommendation: Approve a Resolution removing Tahra Goraya as an Authorized Signatory for the SSVBA Bank Account and adding Mike Howard as Authorized Signatory for the SSVBA Bank Account and removing the City of Gonzales as the SSVBA Treasurer and adding the City of Soledad as the SSVBA Treasurer.

ID#26-005 **Approve a Resolution Reassigning the SSVBA Treasurer**

Recommendation: Approve a resolution removing the City of Gonzales as the SSVBA Treasurer and adding the City of Soledad as the SSVBA Treasurer.

ID#26-006 **Approve a Reimbursement Agreement Between SSVBA and the City of Soledad**

Recommendation: Approve a Reimbursement Agreement Between SSVBA and the City of Soledad for Financial Services Performed by Mike Howard

ID#26-007 **Approve the Retention of Auditors for the Biannual Auditing Period**

Recommendation: Approve the Retention of Ryan P. Jolley CPA's as Auditors for SSVBA for the Biannual Auditing Period Ending on June 30, 2026.

ID#26-008 **Approve Amendment No. 1 to the MCBC and SSVBA Consulting Services Agreement**

Recommendation: Approve an Amendment Consultant Services Agreement with the Monterey County Business Council.

ID#26-009 **Consideration of the Designation of Jeff Ruster as Executive Director of and Jose Luis Barajas as Clerk of the Board of SSVBA**

Recommendation: Approve the designation of Jeff Ruster as Executive Director and Jose Luis Barajas as Clerk of the Board of SSVBA.

EXECUTIVE DIRECTOR'S REPORT

Receive a brief oral report from the Executive Director.

GENERAL COUNSEL COMMENTS

Receive comments from the General Counsel.

BOARD OF DIRECTOR'S REPORTS AND FUTURE AGENDA ITEMS

Receive communications from Directors on reports and future agenda items.

CLOSED SESSION

Discuss exposure to potential litigation.

ADJOURNMENT

Jose Luis Barajas, Clerk of the Board

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings in accordance with California Government Code Section 54954.2 and 94956. Board of Directors agenda reports and other writings distributed to the legislative body may be viewed at the Monterey County Business Council, 123 Capitol Street, Suite B, Salinas, CA 93901, and are posted on the SSVBA website at www.ssvba.org in accordance with Government Code Section 54597.5. The Board of Directors may take action that is different than the proposed action reflected on the agenda.

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in the meeting. Requests should be referred to the Clerk of the Board at 123 Capitol Street, Suite B, Salinas, CA 93901, (831) 216-1300, as soon as possible but by no later than 5 PM of the last business day prior to the meeting. Hearing impaired or TTY/TTD 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.

PUBLIC NOTIFICATION

This agenda was posted on July 17, 2026 in the City of Greenfield, the Agency's website, and the City of Greenfield's website.

Meetings are streamed live via Zoom on the day of the regularly scheduled meeting.

SOUTH SALINAS VALLEY BROADBAND AUTHORITY

BOARD OF DIRECTORS

REGULAR MEETING

GREENFIELD COUNCIL CHAMBERS

599 El CAMINO REAL

GREENFIELD, CA 93927

January 30th , 2026

12:00 PM to 1:00 PM

REVISED FULL PACKET

This meeting will be livestreamed for public access. Members of the public can watch or listen to the meeting using one of the following methods:

1. Access the Zoom meeting: https://us06web.zoom.us/j/81750055698?pwd=ODA5RZF4panA8s2rkHGHa5pfQDySaa.1
2. Meeting ID: 817 5005 5698
3. Passcode: 518458
4. Join Instructions: https://us06web.zoom.us/meetings/81750055698/invitations?signature=uEBv1PKaOHZmr1VAwp7wuiz7KjKd5C0s4i5Ghu1TJHI

Public comment may be submitted live, during the Zoom meeting, or emailed to Jose Luis Barajas, jose@mcbc.biz, for review by SSVBA Board Members.

AGENDA

1. **Call to Order**

2. **Pledge of Allegiance**
3. **Roll Call**

Board President: Supervisor Chris Lopez, County of Monterey (Present)

Board Vice President: Mayor Mike LeBarre, City of King (Present)

Board Member: Councilmember Marcy Jones, City of Greenfield (Present)

Board Member: Councilmember Ben Caldera, City of Soledad (Absent)

Board Member: Mayor Jose Rios, City of Gonzales (Absent)

4. **Public Comment**

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 THE AUGUST 28TH 2025, SSVBA BOARD MEETING MINUTES.
   b. RECEIVE THE COMPLETED FY 2023-2024 AUDITED FINANCIALS
      i. Motion for Approval by Director LeBarre
      ii. Seconded by Director Rios
      iii. Motion Carries Unanimously
6. **Presentations**
   a. GOLDEN STATE CONNECT AUTHORITY
      i. No Action Required.
      ii. Received Presentation from Kyle Zimblemann (COO, GSCA)
7. **Consideration Items**
   a. CONSIDERATION OF A RESOLUTION APPROVING THE REPLACEMENT OF ANNUAL AUDITS WITH BI-ANNUAL AUDITS COVERING A TWO-YEAR TIME PERIOD PURSUANT TO GOVERNMENT CODE SECTION 6505, SUBDIVISION (F).
   b. CONSIDERATION OF THE ADOPTION OF THE CY 2026 SSVBA MEETING CALENDAR

i. Motion for Approval by Director Rios
ii. Second by Director Caldera
iii. Motion Carries Unanimously

c. CONSIDERATION OF THE APPOINTMENT OF JOSE LUIS BARAJAS AS THE EXECUTIVE DIRECTOR AND CLERK OF THE BOARD.

i. Motion for Approval by Director Caldera
ii. Second by Director Jones
iii. Motion Carries Unanimously

8. **Executive Director's Report**
9. **General Counsel Comments**
10. **Board of Directors' Report**
11. **Future Agenda Items**
    a. REVIEW AND DIRECTION REGARDING FURTURE AGENDA ITEMS.
12. **Adjournment**

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 Monterey County Business Council Staff Jose Luis Barajas at jose@mcbc.biz or (831) 216-1300 as soon as possible but by no later than 5:00 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 provider's CRS telephone number.

VIEWING MEETINGS

Live meetings are broadcast via Zoom and are recorded. The recorded meetings schedule may be viewed at the SSVBA website: www.ssvba.org.

AGENDA POSTING

The revised meeting agenda was posted on January 28th, 2026 on the SSVBA Official Website and at the City of Greenfield - 599 El Camino Real - Greenfield, CA 93927 and on the City of Greenfield Website at www.ci.greenfield.ca.us.

STAFF REPORT ID#26-003

PRESENTATION OF THE MONTEREY COUNTY BUSINESS COUNCIL'S PERFORMANCE REVIEW FOR FY 2025-2026

On December 2024, the South Salinas Valley Broadband Authority entered into a Consulting Services Agreement (CSA) with the Monterey County Business Council (MCBC) to provide Executive Director services such as coordinating and staffing the Board meetings, administration, coordination, and other duties listed in the CSA as directed by the Board.

Since MCBC took over operations of SSVBA as Executive Director:

- Has regularly hosted SSVBA Board meetings as outlined in the JPA
- Has maintained the official website of the SSVBA by providing web hosting and website maintenance
- Has livestreamed, recorded, and uploaded SSVBA Board meetings online

STAFF REPORT

CONSIDERATION OF THE ADOPTION OF THE REVISED CY 2026 SSVBA MEETING CALENDAR

The South Salinas Valley Broadband Authority meets on a quarterly basis at the Greenfield City Council Chambers. Due to unforeseen circumstances, there was a need to cancel the previously approved SSVBA meeting scheduled for April 7th 2026 at 1 PM. Staff has conferred with Board Chair, Supervisor Chris Lopez, and proposes the following dates for approval for the remainder of the CY 2026 SSVBA Meeting Calendar for consideration:

- Wednesday, July 22nd 2026 at 2:30 PM (Special Meeting)
- Thursday, October 15th 2026 at 1 PM

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH SALINAS VALLEY BROADBAND AUTHORITY AUTHORIZING A CHANGE IN AUTHORIZED BANK ACCOUNT SIGNATORIES

WHEREAS, the South Salinas Valley Broadband Authority ("SSVBA") maintains one or more bank accounts for the conduct of its business and financial operations; and

WHEREAS, it is necessary from time to time to update the list of individuals authorized to act as signatories on such accounts; and

WHEREAS, Tahra Goraya is no longer authorized to act as a signatory on behalf of SSVBA; and

WHEREAS, the Board of Directors desires to designate Mike Howard as an authorized signatory for the SSVBA bank account(s).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the SSVBA as follows:

1. Effective immediately upon adoption of this Resolution, Tahra Goraya is removed as an authorized signatory on all SSVBA bank accounts and shall no longer have authority to sign checks, withdrawals, transfers, banking resolutions, account maintenance documents, or any other banking instruments on behalf of SSVBA.

2. Effective immediately upon adoption of this Resolution, Mike Howard is designated and authorized to act as a signatory on all SSVBA bank accounts and is authorized to execute checks, withdrawals, transfers, banking resolutions, account maintenance documents, and other banking instruments on behalf of the SSVBA in accordance with SSVBA's bylaws, financial policies, and banking requirements.

3. The officers or representatives of SSVBA are authorized and directed to provide a certified copy of this Resolution to the financial institution(s) maintaining SSVBA accounts and to take any actions necessary to effectuate the change in authorized signatories.

4. This Resolution shall take effect immediately upon adoption.

I hereby certify that the foregoing Resolution No. ___ is a full, true, and correct copy of a resolution duly passed and adopted by the Board of Directors of the South Salinas Valley Broadband Authority at a regular meeting thereof duly held on the 20th day of July, 2026, by the vote recorded as follows:

AYES:
NOES:

ABSENT:
ABSTAIN:

By: ______________________________
Chris Lopez, Board President
South Salinas Valley Broadband Authority

ATTEST:

Jose Luis Barajas
Clerk of the Board

APPROVED AS TO LEGAL FORM:

Roy Santos
General Counsel

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH SALINAS VALLEY BROADBAND AUTHORITY DESIGNATING THE CITY OF SOLEDAD AS TREASURER AND REMOVING THE CITY OF GONZALEZ AS TREASURER

WHEREAS, the South Salinas Valley Broadband Authority ("SSVBA") maintains a Treasurer position responsible for the custody, management, and oversight of the Agency's funds and financial transactions; and

WHEREAS, the Board of Directors has determined it is in the best interest of SSVBA to change the agency designated to serve as Treasurer; and

WHEREAS, the Board wishes to remove the City of Gonzales from its role as Treasurer and designate the City of Soledad to serve as Treasurer for SSVBA; and

WHEREAS, the City of Soledad has agreed to assume the duties and responsibilities of Treasurer in accordance with applicable laws, Agency bylaws, policies and procedures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the SSVBA as follows:

1. Effective upon the adoption of this Resolution, the City of Gonzales is removed from the position of Treasurer of the South Salinas Valley Broadband Authority and shall no longer serve in that capacity.

2. Effective upon adoption of this Resolution, the City of Soledad is appointed as Treasurer of the South Salinas Valley Broadband Authority and shall assume all its duties, responsibilities, and authority associated with the office of Treasurer as provided by law and Agency policies.

3. The Executive Director, Board President, and such other officers or representatives of the Agency as may be necessary are hereby authorized and directed to take all actions necessary to implement this Resolution, including updating banking and financial account records; executing any required agreements or documentation; notifying financial institutions, auditors, consultants, and other relevant parties of the change in Treasurer; and completing any additional administrative actions necessary to carry out the intent of this Resolution.

4. This Resolution shall take effect immediately upon adoption.

I hereby certify that the foregoing Resolution No. ___ is a full, true, and correct copy of a resolution duly passed and adopted by the Board of Directors of the South Salinas Valley Broadband Authority at a regular meeting thereof duly held on the 20th day of July, 2026, by the vote recorded as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: ______________________________
Chris Lopez, Board President
South Salinas Valley Broadband Authority

ATTEST:

Jose Luis Barajas
Clerk of the Board

APPROVED AS TO LEGAL FORM:

Roy Santos
General Counsel

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT ("**Agreement**") is dated as of July 22, 2026 ("**Effective Date**"), and is entered into by and between the City of Soledad, a California municipal corporation (the "**City**") and the South Salinas Valley Broadband Authority, a Joint Powers Authority ("Authority"). The City and Authority are sometimes individually referred to herein as a "**Party**" and are sometimes collectively referred to herein as the "**Parties**."

R E C I T A L S

A. City is a member Agency of the Authority and currently employs Mr. Mike Howard as their Assistance City Manager and Finance Director; and

B. Mr. Howard has been assisting the Authority with its financial accountability; and

C. The Authority wishes to continue with Mr. Howard assisting with its financial accountability; and

D. The City is amendable to Mr. Howard assisting the Authority with its financial accountability as long as the Authority reimburses the City for the fully loaded cost it will incurr for Mr. Howard providing those services to the Authority and not the City.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Recitals. The above Recitals are hereby incorporated by reference as if fully restated herein.

2. Term. The term of this Agreement shall commenceon the Effective Date and shall end three (3) years thereafter (the "**Term**"), unless extended by a mutual written agreement of the Authority and the City. In addition to termination based on the expiration of the Term, either the City or Developer may terminate this Agreement early, with or without cause, upon a thirty (30) day written notice to the other Party.

3. Reimbursement.

(a) The Parties agree that the Authority shall reimburse the City for costs it incurrs from allowing Mr. Howard to assist the Authority with its financial accountability. The costs of the services rendered by Mr. Howard to the Authority shall not exceed the City's actual costs of employing Mr. Howard and shall not exceed the hourly rate for Mr. Howard's services. The hourly rate for the services rendered to the Authority by Mr. Howard shall be calculated by adding Mr. Howard's annual salary, broken down to an hourtly rate, with the City's actual costs for all benefits provided to Mr. Howard as part of his employment with the City.

4. Dispute Resolution: In the event of any disagreement between the City and Authority regarding reimbursement, the Parties shall first meet in good faith to try and resolve the issue. Authority reserves the right to reimburse costs under protest, and the Parties agree to submit the dispute to the dispute resolution procedures in an effort to resolve the dispute.

5. Final Accounting: Within two (2) business days of termination of this Agreement (or in early case of early termination, within two (2) business of receipt of the Authority's early termination notice), the City shall provide final accounting to Authority within thirty (30) days of the termination of this Agreement. Within thirty (30) days thereof: the Authority shall pay the remaining final balance to the City. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6. No Third-Party Beneficiary. Nothing in this Agreement is intended to benefit any person or entity other than City and Authority.

7. Assignment. This Agreement shall not be assigned by either Party.

8. Integration. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this Agreement, except as may be expressly set forth herein, and this Agreement supersedes any and all prior discussions and negotiations between the Parties.

9. Amendments, Modification of Agreement. This Agreement may not be altered, amended, or modified except by a writing duly authorized and executed by all Parties. The City Manager shall have the authority to implement this Agreement, including, without limitation, to issue in writing waivers and/or approvals required to be obtained by the City hereunder, so long as those approvals are within the authority of the City Manager. Any amendments to this Agreement shall require the approval of the City Council.

10. Waiver. No provision of this Agreement may be waived except by an express written waiver duly authorized and executed by the waiving Party.

11. Choice of Law. This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by, construed in accordance with, and interpreted under the laws of the State of California.

12. Dispute Resolution. Each Party agrees to provide the other Parties no fewer than thirty (30) calendar days' notice of any dispute, claim, or disagreement arising out of or in connection with this Agreement. During the thirty-day notice period, the Parties agree to attempt in good faith to resolve the issue. If the Parties do not reach resolution of the issue, any dispute concerning this Agreement must be resolved first by participation in a mediation by a mediator mutually agreed upon by the Parties. If mediation is unsuccessful, the dispute may be resolved by arbitration in Monterey County, California according to the JAMS Comprehensive Arbitration Rules and Procedures (the "**Rules**"), as such Rules may be amended or changed from time to time, except to the extent amendments to the Rules are agreed by the Parties in writing to effectuate a final arbitration decision within sixty (60) days as required herein. There shall be one arbitrator, who shall be a retired federal judge, or to the extent that former federal judges are unavailable or the Parties agree, California state court judges with experience litigating commercial business disputes in California courts. The arbitrator shall be appointed by JAMS in accordance with its rules. In resolving the dispute, the Parties intend that the arbitrators shall apply the substantive laws of the State of California, without regard to any choice of law principles thereof that would

mandate the application of the laws of another jurisdiction. The California Arbitration Act shall govern any arbitration brought under this Section. The Parties incorporate the entirety of Section 1283.05 of the California Code of Civil Procedure ("**Section 1283.05**") in this Section, such that discovery shall be conducted pursuant to and as allowed by Section 1283.05. The Parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable, and any award rendered by the arbitrators shall be final and binding on the Parties. The Parties agree to comply with any award made in any such arbitration proceedings and agree to enforcement of or entry of judgment upon such award in a court of competent jurisdiction in Monterey County, California. Notwithstanding the foregoing, either Party may seek preliminary injunctive relief in emergent circumstances involving the risk of irreparable harm in a court of competent jurisdiction simultaneously with following the procedures set forth above.

13. Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

14. Time of Essence. Time is of the essence of each and every provision hereof in which time is a factor.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY:

CITY OF SOLEDAD

By: ___________________________

Anna Velazquez, Mayor

Attest:

By: ___________________________

Darlene Noriega, City Clerk

AUTHORITY:
SOUTH SALINAS VALLEY BROADBAND AUTHORITY

By: ____________________________

Christoper Lopez, President

APPROVED AS TO FORM:

____

Michael Rodriquez, City Attorney

APPROVED AS TO FORM:

____

Roy C. Santos, General Counsel

RYAN P. JOLLEY
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

Ryan P. Jolley C.P.A.
Bryant L. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Brandon J. Lang C.P.A.
Lan T. Kimoto
Kali A. Kaakah

July 14, 2026

To Board of Directors
South Salinas Valley Broadband Authority
212 S. Valnderhurst Ave.
King City, CA 93930

We are pleased to confirm our understanding of the services we are to provide South Salinas Valley Broadband Authority for the twenty-four month period ending June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities, the major fund, and the disclosures, which collectively comprise the basic financial statements of South Salinas Valley Broadband Authority as of and for the twenty-four month period ending June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement South Salinas Valley Broadband Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to South Salinas Valley Broadband Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by managem ent or employees acting on behalf of the government.

1753 E. FIR AVENUE FRESNO, CALIFORNIA 93720 PHONE 559.659.3045 FAX 559.659.0615

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

> According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of South Salinas Valley Broadband Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

We will also prepare the financial statements of South Salinas Valley Broadband Authority in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Ryan P. Jolley, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California State Controller's Office or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ryan P. Jolley, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to California State Controller's Office or its designee. The California State Controller's or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Ryan P. Jolley, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately August 2026 and to issue our reports no later than October 2026.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed $12,500 for the twenty-four month period ending June 30, 2026. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion of the audit and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of South Salinas Valley Broadband Authority's financial statements. Our report will be addressed to the Board of Directors of South Salinas Valley Broadband Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to South Salinas Valley Broadband Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Ryan P. Jolley, CPA

RESPONSE:

This letter correctly sets forth the understanding of South Salinas Valley Broadband Authority.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to the Professional Service Agreement between the South Salinas Valley Broadband Authority ("Authority"), a Joint Powers Authority, and Monterey County Business Council ("MCBC"). Referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to amend and extend the term of the professional services agreement; and

WHEREAS, the Parties also wish to amend the language governing the scope of services provided by MCBC pursuant to the professional services agreement.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree to amend the professional services agreement as follows:

1. TERM.

The Term of the professional service agreement shall be extended from July 1, 2025, to December 31, 2026.

2. SCOPE OF SERVICES.

The Scope of Services governing the professional service agreement shall be amended to require MCBC to provide the following services as of July 22, 2026:

- Prepare agendas, secure and distribute information to board members for their review and consideration, confirmation of quorums, provide logistical support day of for board meetings, prepare board meeting minutes, and secure signatures for board approved resolutions
- Coordination with GSCA regarding presentations to the board
- Provide web hosting and maintain website
- Work with Board Members for Form 700 filings (effective from July 22, 2026, until termination of this Professional Services Agreement)
- Stream and record meetings

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[Signatures On The Following Page]

SOUTH SALINAS VALLEY BROADBAND AUTHORITY:

AUTHORITY, a Joint Powers Authority

____
Christopher Lopez, President

____
XXXXX, Clerk of the Board

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

____
Roy C. Santos, General Counsel

CONSULTANT:

____

____

By:_______________________________
Name:
Title:

By:_______________________________
Name:
Title:

Address:___________________________
____
____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS

MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

STAFF REPORT

CONSIDERATION OF THE DESIGNATION OF JEFF RUSTER AS EXECUTIVE DIRECTOR OF THE SOUTH SALINAS VALLEY BROADBAND AUTHORITY

The Monterey County Business Council (MCBC) is committed to continuing to provide the high level of professionalism and quality of service that the South Salinas Valley Broadband Authority (SSVBA or the Authority) has come to expect from MCBC's programs and services. Accordingly, MCBC recommends the designation of Jeff Ruster to continue serving as the Authority's Executive Director, while Jose Luis Barajas will continue in his role as Clerk of the Board.

Mr. Ruster currently serves as Executive Director of the Monterey County Business Council and brings extensive experience in public sector leadership and strategic partnerships. Prior to joining MCBC, he served as Director of Strategic Partnerships for the City of San José, where he reported directly to the City Manager and the City's Chief Strategist, leading initiatives that advanced collaboration among government, business, and community stakeholders.