

## **Southern California Joint Pole Committee**

279 E. Arrow Hwy. Suite 104  
San Dimas, CA 91773  
Phone (909) 599-3801

October 15, 2025

A regular meeting of the **Administrative Board** took place on the above date, at 9:03 a.m., via teleconference.

Those in attendance were:

Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Ms. April DeBarge	Southern California Edison
Ms. Carla Stephen	Southern California Edison
Ms. Shelby Mulvehill	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Micheal Pearson	Southern California Edison
Mr. Samuel Picazo	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Mr. Todd Dailey	AT&T California
Ms. Kay Black	AT&T California
Mr. Aaron Cochran	AT&T California
Mr. Barry Consulter	AT&T California
Mr. Robert Stanard	AT&T California
Ms. Joy Young	AT&T California
Ms. Veronica Casanova	AT&T California
Ms. Aarize Dizon	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Mr. James Todaro	Verizon Wireless
Mr. Alex Parra	City of Riverside
Mr. John Vu	City of Anaheim
Mr. Edward Khashadourian	City of Glendale
Mr. Salvador Zambrano	City of Burbank
Ms. Katia Muradian	City of Pasadena
Ms. Lynne LaFrenais	Bear Valley Electric Service, Inc.
Mr. David Navar	City of Colton
Ms. Nicole Munoz	City of Colton
Mr. Joseph DeLaTorre	City of Azusa
Mr. Ben Coffey	City of Banning
Ms. Yesenia Delgado	Time-Warner Cable
Mr. Johnny Villalobos	M-Power Telecommunications
Mr. David Campo	City of Lompoc
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)

Ms. Alicia Smith	Sprint Nextel/Sprint Communications
Ms. Shawn Henderson	T-Mobile USA
Ms. Linda McLean	Extenet Systems
Ms. Heidi Seropian	Extenet Systems
Ms. Maggie Howell	ATC-Outdoor DAS, LLC
Ms. Tamara Zaki	Boldyn Networks US LLC
Ms. Patti Ringo	Sonic Telecom, LLC
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff

### **CALL TO ORDER**

Mr. Bacon, President of SCJPC, called the meeting to order at 9:03 a.m. Mr. Bacon then proceeded with roll call. When the roll call was completed Teleport Communications America, LLC (TCA), MCI/Metro (ATS), AT&T Mobility (LAC), XO Communications (NXT), and MCI Telecommunications (MCI) were not in attendance.

There were no questions or comments.

### **HOUSEKEEPING:**

Mr. Bacon requested that members who are teleconferencing mute their phones so that no interference is picked up. He added that if the teleconferencing members must step away from the meeting please inform the chair when they leave and return to the meeting, in the event that a vote call transpired in their absence. Additionally, he asked members, before speaking, to please state their name and company first, then proceed with comments or questions. If someone else is talking, please do not talk over them because it is hard to hear and incoherent.

### **APPROVAL OF MINUTES:**

Mr. Bacon inquired whether the members reviewed the minutes of September 17, 2025, Administrative Board meeting and if there were any comments, additions, deletions, or revisions. In that there were no corrections, Mr. Bacon then solicited a motion to accept the minutes as written. Ms. DeBarge motioned to accept September 17, 2025, minutes as written. Mr. Treepaisan seconded the motion, which after the vote tally was completed, passed unanimously.

There were no questions or comments.

### **MANAGER'S REPORT**

Ms. Pranata reported that the September 2025 Gross Expenses/Capital Investments were \$121,390.63 The members were assessed the same amount.

There were no questions or comments.

### **COMMUNICATIONS:**

Gateway Cities Council of Government (COG) membership applications update.

Ms. Pranata reported that she did not send the additional questions to COG due to a meeting request from the CPUC. On October 8, 2025, Ms. Pranata, SCJPC legal counsel, Mr. Shibayama, and Mr. Treepaisan met with CPUC representatives to address questions regarding COG's membership application. Mr. Treepaisan explained that CPUC had awarded the Gateway Cities Council of Governments a broadband deployment grant and was seeking clarification on delays in their application. SCJPC identified two key issues: (1) proof of utility status, which is also required of Frontier to qualify as a tenant, and (2) the unique nature of COG's structure, comprising over 20+ cities under a single umbrella. CPUC's communications division is responsible for issuing utility licenses, and SCJPC indicated it would accept written confirmation of utility status. Mr. Treepaisan noted that being composed of government utilities does not automatically confer utility status. While this is not a disqualifying factor, the scale and structure of COG's application may require SCJPC to review and potentially revise its bylaws. Mr. Treepaisan emphasized that this situation is unprecedented and may necessitate internal procedural changes. Additionally, Mr. Treepaisan mentioned that the grant includes a construction deadline, and failure to meet it could result in financial penalties potentially requiring a party to repay double the amount funded. Further discussions may be scheduled, and SCJPC may invite additional members to participate in future meetings. Mr. Treepaisan then opened the floor for questions. Mr. Bacon thanked Mr. Treepaisan and Ms. Pranata for addressing the matter and apologized for his poor connection during the meeting. He raised a question regarding the classification of the Gateway Cities Council of Governments (COG) as a single utility, despite comprising multiple cities, each with its own geographic service area. He asked whether, under similar logic, entities like the City of Burbank and LADWP could be considered a joint utility and thereby split SCJPC membership fees and licensing costs. Mr. Bacon inquired whether SCJPC and Mr. Shibayama would be open to allowing each city within such a conglomerate to contribute individually to their membership. Mr. Treepaisan acknowledged that the Gateway Cities Council of Governments (COG) is seeking membership as a single entity, though SCJPC's framework was originally designed for individual city memberships. He noted that COG representatives had raised questions about what qualifies a city for membership and how many poles are required. During the meeting, an advisor to the CPUC President Reynolds, referenced provisions in the California Constitution allowing cities to provide utility services beyond their borders provided neighboring cities do not offer the same service and consent to the arrangement. Mr. Treepaisan agreed that, while such cooperation among cities could work in theory, any disagreement or withdrawal by a participating city could undermine the mutual agreement and create complications. He emphasized that this scenario is unprecedented and may require SCJPC to reevaluate its bylaws. While not a disqualifying factor, the complexity of admitting a multi-city conglomerate warrants further investigation. Mr. Bacon asked how much authority the CPUC holds over SCJPC in matters such as the COG membership application. He emphasized the importance of understanding the boundaries between SCJPC's internal governance and CPUC's regulatory oversight. Specifically, he questioned whether directives from CPUC, phrased as mandates, could override SCJPC's agreement, bylaws, and operational procedures. Mr. Bacon expressed concern

about potential legal implications if SCJPC were to deviate from its established rules in response to CPUC pressure and suggested that further discussion with legal counsel and SCJPC leadership would be necessary to clarify these jurisdictional boundaries. Mr. Treepaisan clarified that the CPUC has limited jurisdiction over SCJPC's day-to-day operations, which primarily involve billing and pole placement coordination. He expressed concern over the CPUC awarding grant funds to an entity not yet recognized as a utility. Ms. DeBarge raised a question about the sustainability of COG's funding once the grant expires. Mr. Treepaisan responded that while he assumed COG intended to become self-sustaining, the specifics of their financial plan were unclear. He added that the application process requires evidence of financial backing or insurance to cover infrastructure costs, such as pole replacements and transfers. Ms. Black suggested that COG consider applying as a tenant rather than a member, as this would be a more suitable and less resource-intensive path. Mr. Treepaisan agreed, noting that CPUC had also inquired about the tenant option. However, he explained that even as a tenant, COG would still need to provide proof of utility status, which remains a significant hurdle. Mr. Treepaisan further explained that obtaining a Certificate of Public Convenience and Necessity (CPCN), required to establish utility status, can take nine to 18 months and involves environmental studies. SCJPC had provided COG with a list of requirements but had not received a response. Mr. Bacon asked whether CPUC had provided a specific deadline for COG's construction timeline. Mr. Treepaisan responded that no date was given, and he had not inquired further. He speculated that the deadline might fall sometime in the following year but emphasized that confirmation would be needed. He also noted that CPUC had additional questions, including whether SCJPC had members who do not own poles, which he planned to follow up on. He anticipated further discussions with CPUC, although no subsequent meeting had been scheduled. Mr. Bacon pointed out that several SCJPC members do not own poles but contract out for installations and emphasized the need to proceed cautiously. He then asked whether SCJPC requires existing members to demonstrate financial capacity to replace poles or hire contractors. Mr. Treepaisan acknowledged the concern and suggested that financial documentation or insurance coverage may address this, noting that it would be prudent to confirm with Mr. Shibayama. Ms. Dizon reported that COG was awarded approximately \$46 million in November 2024 to construct 139 miles of last-mile fiber in Los Angeles County, with 40% of the network planned to be underground. She estimated the construction deadline to be around November 2026, based on legal review conducted by Crown Castle. Mr. Van Stryk asked whether anyone had submitted a public records request for COG's grant proposal. He suggested that reviewing the proposal would clarify what COG committed to deliver and whether they had begun infrastructure planning, such as central office setup or equipment procurement. He also raised concerns about long-term maintenance costs and the vulnerability of fiber infrastructure to damage. Mr. Treepaisan agreed and asked Ms. Dizon if she could share any documentation obtained from Crown Castle's legal counsel. She confirmed she would follow up. Mr. Van Stryk added that any SCJPC member, or even a non-utility, could file a public records request with CPUC, as grant-related information is typically disclosable. Mr. Treepaisan confirmed that if Crown Castle is unable to share the documents, SCJPC would pursue its own request.

Mr. Parra inquired how the approval of COG as a member would affect the current member cities. Mr. Treepaisan responded that COG would be counted as one

vote and noted that this is a concern the SCJPC will need to further consider and research. Mr. Bacon commented that being a tenant would be the best option for COG; however, he was unsure whether COG was aware of the difference between being a tenant and being an SCJPC member.

Following further discussion, the committee agreed to continue the conversation regarding the Gateway Cities Council of Governments (COG) membership application at the next meeting. It was determined that Mr. Shibayama will be contacted to provide legal opinion and guidance on matters related to SCJPC bylaws, utility status requirements, and potential implications of admitting a multi-city conglomerate.

There were no further questions or comments from the members.

### **SPECIAL REPORTS:**

There were no Special Reports.

### **SUB-COMMITTEE REPORTS:**

#### **Authorized Cost ad hoc Committee**

Mr. Van Stryk reported this ad hoc committee met last month. Discussed was pole pricing and Mr. Van Stryk instructed members to complete the pole pricing matrix. He directed the members to the minutes for all the details.

#### **Compliance ad hoc Committee**

Ms. Dizon reported this ad hoc committee met last month. The committee discussed the miscellaneous item concerning the necessity of C truss records, with AT&T California committed to providing follow-up.

For additional information, she referred the members to the meeting minutes.

#### **Computer Communications ad hoc Committee**

Ms. DeBarge reported this ad hoc committee met last month. The committee is awaiting a summary from Ms. Pranata regarding her conversation with the developer. She directed the members to the minutes for all the details.

#### **Routine Revision ad hoc Committee**

Ms. Ortiz was absent; therefore, no report was provided.

#### **Basic JPA Training ad hoc Committee**

Ms. Dizon reported this ad hoc committee met last month. Ms. Allen created a PowerPoint presentation that received responses from Edison and Crown Castle. She is currently awaiting feedback from AT&T California since it involves one of their JPAs.

For additional information, she referred the members to the meeting minutes.

### **Operating Committee**

Mr. Treepaisan reported this ad hoc committee met last month. The committee discussed Form 48 Dates. The Form 48 date must match or be later than the date sent. Section 13.X JPAs, JPAs involving significantly newer year sets must be returned via memo. On pole replacements, replacements do not require return for missing location data. Also discussed was priority JPAs. The increasing volume of priority JPAs, noting that no new categories were introduced. Lastly discussed the office lease. Mr. Treepaisan addressed the end of the office lease, focusing on reimbursement amounts and the restriction on dual full-time employment.

He directed the members to the minutes for all the details.

### **CONSENT CALENDAR:**

There was no Consent Calendar.

### **DISCUSSION CALENDAR:**

#### **Item 1799 & 1800 (recommended by the Routine Revision committee)**

- Item 1799: Approved Maintenance Program Routine Handbook Review (Kay Black – AT&T California - 2/19/25)
- Item 1800: Approved Maintenance Program Review (K. Black – AT&T CA – 2/19/2025, moved from Compliance on 08/20/2025)

Ms. Black noted that the items under review have been pending for several months without receiving any edits. She stated that the items are ready to move forward and assumed there were no objections to placing them on the Consent Calendar for next month's vote.

With no questions or objections raised, AT&T California motioned to move the items to the Consent Calendar for next month. Ms. LaFrenais seconded the motion.

Ms. Pranata confirmed that the items will be placed on the Consent Calendar for November 2025.

### **Nominating Committee meeting in November 2025: Volunteers needed for Chair and members**

Ms. Pranata opened the discussion by requesting volunteers for the Chair and Ad hoc member positions. Mr. Treepaisan stated he would volunteer as Chair if no one else stepped forward. Mr. Bacon nominated Ms. Black, who agreed to take on the role, relieving Mr. Treepaisan of responsibility.

Ms. Pranata then proposed assigning all Operating Committee members to

serve as Nominating Committee members and asked if there were any objections. None were raised.

There were no further questions or comments.

**OTHER ITEMS:**

Unfinished Business

- Item 1581: Pole Record Redesign – OPERATING (10/16/2013) **(STILL OPEN)**
- Item 1597: Review of Routine Handbook examples – ROUTINE REVISION (5/19/2015) **(STILL OPEN)**
- Item 1630: CPUC Updates – COMPLIANCE (2/14/2018) – **ON HOLD**
- Item 1658: Environmental Issues – COMPLIANCE (1/16/2019, moved from Admin Board 1/15/2020) **(STILL OPEN)**
- Item 1776: Establishing a Timeline and Codified Process for Mutual benefit of Pole Replacements - ADMINISTRATIVE BOARD (3/17/2021, Moved from COMPLIANCE 6/18/2021) – **ON HOLD**
- Item 1793: Section 4.0 with Form 48 – ROUTINE REVISION (10/18/2023) - **ON HOLD**
- Item 1798: Strand Mounted Antennas – ROUTINE REVISION (11/20/2024) **(STILL OPEN)**
- Item 1799: Approved Maintenance Program Routine Handbook Review – ROUTINE REVISION (2/19/2025) **(STILL OPEN)**
- Item 1800: Approved Maintenance Program Review – COMPLIANCE (2/19/2025) **(STILL OPEN)**
- Item 1801: Review of Pole Price Calculations – AUTHORIZED COSTS (2/29/2025) **(STILL OPEN)**
- Item 1802: Review of Authorized Cost Calculations – AUTHORIZED COSTS (2/29/2025) **(STILL OPEN)**
- Item 1806: Standardized Excel Form – COMPUTER COMMUNICATIONS (6/18/2025, Moved from OPERATING 5/21/2025) **(STILL OPEN)**

Closed Items

All items remain open.

**New Business**

***Known Items:***

*There were no Known Items.*

***Unknown Items:***

*Relocating Communication Poles (A. Parra City of Riverside)*

Mr. Parra from the City of Riverside raised concerns regarding leasing arrangements and tenant applications for pole attachments. He noted that when a company applies to lease space on a city-owned pole, they typically request a specific amount of space (e.g., one or two feet). However, complications arise when another company subsequently requests to rearrange existing communication cables to accommodate their own facilities. Mr. Parra emphasized that he does not have the authority to approve modifications to other companies' attachments and requested written consent from all affected parties before approving such applications. He also stressed the importance of updated applications reflecting the specific leased space, as the city leases defined, not generic, pole space. Mr. Bacon responded that any request for additional space must go through the member utility, not the tenant. The member must submit a Joint Pole Agreement (JPA) to all other members to authorize the change. Tenants cannot initiate this process independently. Ms. Black added that if the tenant is under the City of Riverside, they must remain within the designated communication zone. If another utility, such as AT&T California, owns space on the pole, a tenant cannot occupy that space without a JPA from the owner. The existing HOA governs space allocation, and changes must be formally processed. Ms. LaFrenais agreed and highlighted a related issue: JPAs do not identify specific tenants, only their assigned positions (e.g., T21 or T22). This lack of clarity makes it difficult to determine which company is occupying a given space. She cited examples where Charter Communications sought to install lines in Bear Valley Electric's space, but without clear identification, it was unclear whether Charter was a tenant of BVE or another utility. She proposed that SCJPC begin identifying tenants on pole records to improve transparency and coordination. Mr. Parra supported the idea of identifying tenants on pole records but acknowledged the complexity of implementing such a system. He explained that his team typically determines tenant ownership by referencing pole space assignments. For example, if AT&T California owns grade and space 23-5, any attachments within that range are assumed to be AT&T California's tenants. However, without explicit identification from the applicant, including wind loading data and a list of attached companies, tenant verification remains uncertain. Mr. Parra further noted that if a tenant's attachments extend beyond the utility's owned space, the utility must submit a Form 2 to purchase the additional space. This is particularly relevant when approaching the 6-foot safety zone, where utilities are permitted to expand up to 4 feet. He emphasized that the responsibility to secure and define space lies with the utility to ensure proper tenant placement. Ms. Black agreed and added that identifying tenants is especially difficult for AT&T California, as the relevant work group does not handle JPAs. This disconnect makes it challenging to reflect tenant information accurately on pole cards. Ms. LaFrenais reported that she has been in communication with Ms. Ray regarding the new CPUC database, which requires communication companies to input data on their pole attachment locations. However, according to Ms. Ray, the database is not publicly searchable and is intended solely for auditing purposes. Ms. Black explained that the CPUC database was designed to protect the competitive interests of communication companies. Due to concerns raised by CLECs (Competitive Local Exchange Carriers), the database does not publicly disclose the identities of pole attachers. Instead, it confirms the presence of attachments without identifying the specific companies, ensuring confidentiality and minimizing competitive risk. Mr. Treepaisan added that CLECs expressed significant pushback regarding public disclosure, citing potential competitive disadvantages. As a result, tenant names

are not readily displayed in the database, aligning with CPUC’s approach to safeguard proprietary information. Ms. Black asked Mr. Parra why applicants seeking to rearrange existing attachments on City-owned poles don’t simply propose installing a cable arm in the same location. Mr. Parra responded that some applicants have indeed proposed installing cable arms. However, his primary concern is the legal liability associated with approving applications that involve relocating existing communication cables. He emphasized that by approving such applications, the City assumes responsibility for authorizing changes to facilities it does not own, which could expose it to legal risk if damage occurs particularly with fiber infrastructure, which is more delicate. To mitigate this risk, Mr. Parra requires written consent from all affected parties before approving any relocation requests. He also stressed the importance of updated applications that clearly define the specific leased space, as the city leases exact pole positions rather than general areas. While obtaining written approvals for each site may be tedious, he believes it is necessary to protect the City from potential liability. Mr. Parra concluded by clarifying the City’s position on responsibility for pole modification approvals. He emphasized that the entity initiating changes, whether adding, removing, or relocating attachments, is responsible for coordinating with all affected parties. The City of Riverside does not assume responsibility for contacting other utilities or tenants. He explained that developers or applicants must identify existing attachments and reach out to the respective companies to coordinate construction. While the City of Riverside can provide contact information, it is ultimately the applicant’s responsibility to obtain necessary approvals. Mr. Parra stressed that the City of Riverside’s role is limited to approving applications for space it owns, and it will not authorize changes to facilities belonging to other entities.

There were no further questions or comments.

Policy Changes (standing agenda item)

There were no Policy Changes.

**SCHEDULE OF FUTURE MEETINGS:**

Future meetings that will be remote were scheduled as follows:

Administrative Board	<b>11/19/2025</b>	<b>9:00 a.m.</b>	Teleconference (MS TEAMS)
Operating Committee	11/19/2025	Following	Administrative Board
Nominating Committee	11/19/2025	Following	Operating Committee
Authorized Costs Committee	11/19/2025	Following	Nominating Committee
Routine Revision Committee	11/19/2025	Following	Authorized Costs Committee
Compliance Committee	11/19/2025	Following	Routine Revision Committee
Computer Committee	11/19/2025	Following	Compliance Committee
Basic JPA Training	11/19/2025	Following	Computer Committee

**ADJOURNMENT**

Mr. Bacon adjourned the meeting at 10:02 a.m. until Wednesday, November 19, 2025.

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Mr. Bacon, President

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Ms. Angela Pranata, Manager of Operations

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Transcribed by Ms. Kathleen Allen - Committee Staff



GATEWAY CITIES  
COUNCIL OF GOVERNMENTS

May 27, 2025

Artesia

Avalon

Bell

Bellflower

Bell Gardens

Cerritos

Commerce

Compton

Cudahy

Downey

Hawaiian Gardens

Huntington Park

Industry

La Mirada

Lakewood

Long Beach

Lynwood

Maywood

Montebello

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

Signal Hill

South Gate

Vernon

Whittier

County of Los Angeles

Port of Long Beach

Ms. Angela Pranata, Manager of Operations  
Southern California Joint Pole Committee  
279 East Arrow Hwy, Suite 104  
San Dimas, CA 91773

Dear Ms. Pranata:

On behalf of the Gateway Cities Council of Governments (Gateway Cities), please accept this membership application packet to allow Gateway Cities to join the Southern California Joint Pole Committee (SCJPC) as a full member.

As required for membership, the Gateway Cities Council of Governments is a public agency formed pursuant to California Government Code section 6500 *et seq.* GCCOG is a joint powers authority of 27 member cities and 11 unincorporated areas in the Southeast Los Angeles County region, along with representation from Los Angeles County and the Port of Long Beach. Attached is a copy of the Gateway Cities' Joint Exercise of Powers Agreement (Exhibit A, attached here and incorporated into this application by this reference), as well as a copy of the certificate of filing of the Joint Exercise of Powers Agreement with the California Secretary of State. (Exhibit B, attached here and incorporated into this application by this reference).

Gateway Cities is prepared to obtain the appropriate insurance in compliance with the SCJPC membership requirements once those requirements are disclosed to Gateway Cities. Gateway Cities will also designate one or more representatives to be the point(s) of contact for Gateway Cities once membership is approved.

The underlying reason for Gateway Cities to seek membership in the SCJPC is that Gateway Cities was awarded federal and CPUC grant funding to construct a regional fiber optic cable network to connect unserved households, as well as to provide redundant fiber-based connectivity to 24 member city halls within the Gateway Cities to facilitate and enhance their respective municipal routine and emergency operations. The project is detailed in Exhibit C, which is attached here and incorporated into this application by this reference. The design of the Gateway Cities Regional Fiber Network consists of over 184,000 feet of aerial fiber on approximately 1,400 SCJPC utility poles, as well as additional underground fiber that it anticipated to be outside of the poles subject to SCJPC coordination.

Ms. Angela Pranata, Manager of Operations

May 27, 2025

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In conclusion, Gateway Cities is—in all respects—qualified to construct and thereafter operate telecommunications facilities in the public rights of way in those areas of Southern California served by the SCJPC, thus qualified to join the SCJPC.

For your convenience, you are welcome to correspond with Gateway Cities via email addressed to all three of the following key contacts:

1. Hector De La Torre ([hdelatorre@GatewayCOG.org](mailto:hdelatorre@GatewayCOG.org)),
2. Ivy M. Tsai ([IMT@Jones-Mayer.com](mailto:IMT@Jones-Mayer.com)), and
3. Dr. Jonathan L. Kramer ([JKramer@GatewayCOG.org](mailto:JKramer@GatewayCOG.org));

We look forward to becoming a member of the SCJPC.

Sincerely,



Hector De La Torre, Executive Director  
Gateway Cities Council of Governments

HDLT/34431

Attachments: Exhibit A: Gateway Cities' Joint Exercise of Powers Agreement (18 pages);  
Exhibit B: Joint Exercise of Powers Agreement (3 pages);  
Exhibit C: Fiber project overview (4 pages).

cc: Gateway Cities COG Board of Directors  
Ms. Ivy Tsai, Esq., General Counsel (Jones & Mayer)  
Dr. Jonathan L. Kramer, Esq. Special Counsel (Telecom Law Firm, PC)

**EXECUTION COPY**

**JOINT EXERCISE OF POWERS AGREEMENT  
OF THE  
GATEWAY CITIES COUNCIL OF GOVERNMENTS  
(A JOINT POWERS AUTHORITY)**

October 2007

**EXECUTION COPY**

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**JOINT EXERCISE OF POWERS AGREEMENT  
OF THE  
GATEWAY CITIES COUNCIL OF GOVERNMENTS  
(A JOINT POWERS AUTHORITY)**

This Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (“Agreement”) is made and entered into by and between the public entities (collectively, “Members”) whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

A. Historically, the cities in Southeast Los Angeles County have worked together on an as needed basis to address area wide problems and issues, ranging from flood control, groundwater contamination, transportation, solid waste, air quality and through numerous professional groupings of city officials to address legislative changes and other issues. However, the growing need for the cities in Southeast Los Angeles County to develop and implement their own sub-regional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure.

B. There is further a growing need for the cities in Southeast Los Angeles County to involve the unincorporated areas of Los Angeles County (the “County”) located in the Southeast Los Angeles County in the development and implementation of sub-regional policies and plans and in the voluntary and cooperative resolution of differences between the cities and the unincorporated areas.

C. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and sub-regional basis through the establishment of a council of governments;

D. The public interest requires that an agency explore areas of intergovernmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;

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E. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);

F. Each Member is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields;

G. Each Member, by and through its legislative body, has determined that a sub-regional organization to assist in planning and voluntary coordination among the cities in Southeast Los Angeles County is required in furtherance of the public interest, necessity and convenience; and

H. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its power in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the Gateway Cities Council of Governments ("Council").

Section 4. Purpose and Powers of the Council.

A. Purpose of Council. The purpose of the creation of the Council is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs. It is the clear intent among cities that the Council shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among cities for the collective benefit of cities in Southeast Los Angeles County.

B. Common Powers. The Council shall have, and may exercise, the following powers:

- (1) Serve as an advocate in representing the Members of the Gateway Cities Council of Governments at the regional, state and federal levels on issues of importance to Southeast Los Angeles County;

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- (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance, including but not limited to the following:
- (a) Promote the economic development of the sub-region by maximizing the sub-region's competitive advantage, to overcome influences that are eroding the sub-region's economy and to work cooperatively with the private sector;
  - (b) Assume responsibility for the sub-regional transportation planning process, to advocate for maximum public sector funding for the sub-region's transportation needs, to create an open process for determining the sub-region's transportation priorities, to elevate the decision making process to the elected officials upon the recommendations of the City Managers of the sub-region;
  - (c) To be sufficiently involved in the activities of the South Coast Air Quality Management District so as to respond to District Actions affecting the best interests of the members of the Council of Governments;
  - (d) To be sufficiently involved in the oversight and management of the data base of the sub-region, including but not limited to the areas of population, employment, and housing so as to avoid manipulation of the data base by others that is not in the best interest of the sub-region; and to strive for accurate and true measures of the needs of the sub-region when judged on a statistical measure for funding, representation or any other purpose;
  - (e) To perform the Southern California Association of Governments (SCAG) sub-regional planning process;
  - (f) Work with the sub-region's State and federal elected representatives for the benefit of the members of the Council of Governments;
  - (g) Seek to maximize and protect the sub-region's fair share of all State and Federal funding;

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- (h) Serve as a mechanism for obtaining state, federal or regional grants to assist in financing the expenditures of the Council of Governments;
- (3) Assist in resolving conflicts among the cities in Southeast Los Angeles County as they work to achieve common goals;
- (4) Explore practical areas for voluntary intergovernmental cooperation in improving the administration or efficiency in the delivery of government services;
- (5) Work toward building consensus among the cities of Southeast Los Angeles County as they strive for common goals for themselves or the sub-region;
- (6) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys, and single purpose public or private groups;
- (7) Employ agents, officers and employees;
- (8) Apply for, receive and administer a grant or grants under any federal, state or regional programs;
- (9) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from person, firms, corporations and any governmental entity;
- (10) Lease, manage, maintain, and operate any buildings, works or improvements, and
- (11) Delegate some or all of its powers to the Executive Director as hereinafter provided.

C. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws.

D. Restrictions on Exercise of Powers. In accordance with Government Code Section 6509, the powers of the Council shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code Sections 6500 et seq., as

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that Act now exists and may hereafter be amended, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the City of Paramount, a general law city, in the exercise of similar powers, provided, however, that if the City of Paramount shall cease to be a member, then the Council shall be restricted in the exercise of its power in the same manner as the City of Pico Rivera, a general law city.

Section 5. Creation of Board of Directors. There is hereby created a Board of Directors for the Council ("Board") to conduct the affairs of the Council. The Board shall be constituted as follows:

A. Designation of the Board of Directors Representatives. Except with regard to the County, one person shall be designated as a representative of the Board of Directors by the legislative body of each of the Members ("Board Representative"). The County, in its sole discretion, but subject to the requirement that it shall pay dues and assume all obligations under this Agreement in proportion to the number of its Representatives, shall have one, two or three Board Representatives. The Board Representative(s) for the County shall reside in and/or represent one of the First, Second or Fourth Supervisorial Districts and shall be selected by the respective County Supervisor for said District. The Mayor of the City of Long Beach shall be a Board Representative in addition to one person designated by the city's legislative body.

B. Designation of Alternate Board Representatives. Except with regard to the County, one person shall be designated as an alternate representative of the Board by the legislative body of each of the Members ("Alternate Board Representative"). The County shall have one, two or three Alternate Board Representatives, each acting as an alternate for only one of the First, Second and/or Fourth Supervisorial Districts. The Alternate Board Representative(s) for the County shall be selected by the respective County Supervisor(s) for the First, Second or Fourth Supervisorial Districts and shall reside in and/or represent that same Supervisorial District.

C. Eligibility. No person shall be eligible to serve as a Board Representative or an Alternate Board Representative unless that person is, at all times during the tenure of that person as a Board Representative or Alternate Board Representative, a member of the legislative body of one of the appointing Members. Should any person serving on the Board fail to maintain the status as required by this Section 5, that person's position on the Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Board of Directors of the Council, the Members shall participate in the

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funding of the Council in such a manner as the Board shall prescribe, subject to the provisions of Section 26 of this Agreement. Where applicable, the Board of the Council may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Board of Directors.

A. Voting and Participation. Each Member may cast only one vote for each issue before the Board through its representatives. An Alternate Board Representative may participate or vote in the proceedings of the Board only in the absence of that Member's Board Representative. Board Representatives and Alternate Board Representatives seated on the Board of Directors shall be entitled to participate and vote on matters pending before the Board only if such person is physically present at the meeting of the Board of Directors and if the Member which that Board Representative or Alternate Board Representative represents has timely and fully paid dues as required by this Agreement and the Bylaws.

B. Proxy Voting. No absentee ballot or proxy shall be permitted.

C. Quorum. A quorum of the Board of Directors shall consist of not less than fifty percent (50%) plus one (1) of its total voting membership.

D. Committees. As needed, the Board may create permanent or ad hoc advisory committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. All committees shall have a stated purpose before they are formed. Such a committee shall remain in existence until it is dissolved by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Board, may be composed of representatives to the Board and non-representatives to the Board.

E. Actions. Actions taken by the Board shall be by not less than fifty percent (50%) plus one (1) of the voting representatives of the Board which are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Board of Directors, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Board of Directors. The Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Board, shall be exercised by and through the Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Board.

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Section 10. Meetings of Board of Directors. The Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Board. The location of each such meeting shall be as directed by the Board.

Section 11. Election of President and Vice-President. The President shall be the chairperson of the Board, shall conduct all meetings of the Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Board. The Vice-President shall serve as chairperson in the absence of the President and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Board or the President.

At the first regular meeting of the Board, a Board Representative shall be elected to the position of Chair by the Board, and a different Board Representative shall be elected to the position of Vice-Chair of the Board. The terms of office of the Chair and Vice-Chair elected at the first regular meeting of the Board shall expire at the regular meeting of the Board held in June 1998, or upon election of replacements. Thereafter, a Board Representative shall be elected annually to the position of President, and a different Board Representative shall be elected to the position of Vice-President of the Board at the regular meeting of the Board held in June of each calendar year. Thereafter the terms of office of the President and Vice-President shall commence and expire at the regular meeting of the Board held in June of each calendar year.

If there is a vacancy, for any reason, in the position of President or Vice-President, the Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

Section 12. Creation of Executive Committee of the Board of Directors.

A. An Executive Committee of the Board of Directors ("Executive Committee") is created to act on behalf of the Board of Directors, between meetings of the Board, within the scope of the adopted budget and within basic policies of the Board.

B. Members of the Executive Committee shall be the President, First Vice-President, Second Vice President and Immediate Past President of the Board of Directors and shall serve as the President, First Vice-President, Second Vice President and Immediate Past President of the Executive Committee. Eight additional Board representatives shall be elected by the Board of Directors from city Members to serve as members of the Executive Committee. Additional positions on the Executive Committee shall be the Mayor of the City of Long Beach and one, two or three members of the Board of Supervisors of the County of Los Angeles, as selected by the Board of Supervisors of the County of Los Angeles. The Board of Directors shall encourage geographic equity with respect to Executive Committee membership.

Section 13. Executive Director. The Executive Committee shall appoint an Executive Director upon concurrence by fifty percent (50%) plus one (1) of the total voting membership of the Board of Directors, a qualified person to be Executive Director on any basis the Executive Committee desires including, but not limited to, a contract or

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employee basis. The Executive Director shall be neither a Board Representative, nor an Alternate Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 24(c) of this Agreement). The Executive Director shall be the chief administrative officer of the Board. The Executive Director shall receive such compensation as may be fixed by the Executive Committee with the concurrence of the Board of Directors. The Executive Director shall serve at the pleasure of the Board of Directors and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Board of Directors taken at a regular, adjourned regular or special meeting of the Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Executive Committee.

Section 14. Creation of City Managers Policy Advisory Committee. There is hereby created a City Managers Policy Advisory Committee ("Policy Advisory Committee") to advise the Board. The Policy Advisory Committee shall be constituted as follows:

A. Designation of City Managers Advisory Committee Representatives. The City Manager (or person holding the equivalent position, which position differs only in title) of each of the Members shall be designated as a representative of the City Managers Policy Advisory Committee ("Policy Advisory Committee Representative")

B. Eligibility. No person shall be eligible to serve as a Policy Advisory Committee Representative unless that person is, at all times during the tenure of that person as a Policy Advisory Committee Representative, a city manager (or a person holding the equivalent position, which position differs only in title) of one of the appointing Members. Should any person serving on the Policy Advisory Committee fail to maintain the status as required by this Section 14, that person's position on the Policy Advisory Committee shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 14 and the Member shall be entitled to appoint a qualified replacement.

Section 15. Creation of City Managers Policy Advisory Steering Committee. There is hereby created a City Managers Policy Advisory Steering Committee ("Steering Committee") to advise the Executive Committee. The Steering Committee shall be constituted as follows:

A. Designation of Southeast Los Angeles County City Managers Group Chair. The Chair of the Southeast Los Angeles County ("SELAC") City Managers Group shall be a member of the Steering Committee regardless if he or she is employed by a city that is not a Member of the Council.

B. Election of Additional City Managers Policy Advisory Steering Committee Members. Five additional Policy Advisory Committee

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Representatives shall be elected by the Policy Advisory Committee to serve as members of the Steering Committee.

Section 16. Designation of Treasurer and Auditor. The Board of Directors shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for the Council and a qualified person to act as the Auditor of the Council. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Board of Directors.

Section 17. Council Treasurer and Council Auditor. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Board of Directors. The Council's Auditor shall perform such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Board of Directors.

Section 18. Designation of Other Officers and Employees. The Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.

Section 19. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.

Section 20. Control and Investment of Council Funds. The Board of Directors shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 21. Implementation Agreements. When authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 22. Term. The Council created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Board of Directors.

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Section 23. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq., of the Government Code.)

Section 24. Members.

A. Withdrawal. A Member may withdraw from the Council by filing its written notice of withdrawal with the President of the Board of Directors 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Council, until the effective date of termination of this Agreement, except that a withdrawn Member shall be entitled to the balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council. In addition to being entitled to completely withdraw from the Council, the County may also partially withdraw and reduce its annual dues with a corresponding reduction in its ability to participate in and vote on matters before the Board by filing a written notice of partial withdrawal with the President of the Board of Directors 60 days before the actual partial withdrawal. Such partial withdrawal shall indicate which Supervisorial District(s) shall remain active in the Council and which are being withdrawn and shall be effective at 12:00 o'clock am on the last day of that 60-day period. Partial withdrawal shall not change the rights and obligations of the County under this Agreement except that the County's annual dues shall be adjusted, on a pro rata basis, using the effective date of any Supervisorial District withdrawal and the County shall be entitled to the balance of the annual dues paid for the fiscal year by the County which were intended for the remaining part of that fiscal year for the Supervisorial District(s) being withdrawn from participation and the County shall no longer be able to participate in or vote on behalf of the withdrawn Supervisorial District(s) on any matter before the Board or Council committees.

B. Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 26 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Board of Directors. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension. In the case of the County, if the County fails to pay dues for one or more of its Supervisorial Districts within three months of the County's annual dues assessment as required under Section 26 of this Agreement and the Bylaws, and after a 30-day written notice is provided to the County, no representative of the delinquent Supervisorial District(s) shall participate or vote on the Board. The delinquent Supervisorial District(s) shall be able to resume participation and voting on the Board only upon the payment of all dues then owed by the County on behalf of the delinquent

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Supervisory District including dues incurred prior to and during the period of non-payment by the County.

C. Admitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement (“Eligible Public Entities”) shall be admitted to the Council by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) properly signing this Agreement, and 3) paying in full all dues owed for then current fiscal year. Since County may be admitted to the Council with voting representatives from one, two or three Supervisory Districts, the dues to be paid by County will be based upon the number of Supervisory Districts that will represent the County in the Council. County, in its sole discretion, may be admitted to the Council with representation from fewer than three Supervisory Districts and may subsequently increase County’s representation by one or more additional Supervisory Districts contingent only on payment in full at the time that any additional Supervisory District commences representation of the County of all dues for the then current fiscal year for said Supervisory District. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 29 of this Agreement). No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

D. Admitting New Members. New Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Board provided that such a proposed new Member is a city whose jurisdiction, or part thereof, lies within and/or immediately adjacent to, Southeast Los Angeles County. Admission shall be subject to such terms and conditions as the Board of Directors may deem appropriate.

Section 25. Interference With Function of Members. The Board of Directors shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 26. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in amounts periodically budgeted by the Board, as and for the operating costs of the Council (“Dues”) as provided in the Bylaws.

Section 27. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Council, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members’ obligation to participate in the funding of the Council as provided in Section 26 hereof.

Section 28. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then parties hereto.

Section 29. Effective Date. The effective date (“Effective Date”) of this Agreement shall be the first date on which fifty percent (50%) plus one (1) of the Eligible Public Entities adopt and sign this Agreement.

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That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

DATED: \_\_\_\_\_, 2007

City of \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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**EXHIBIT A**

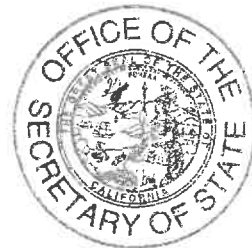
Artesia	Lakewood
Avalon	Long Beach
Bell	Lynwood
Bell Gardens	Maywood
Bellflower	Montebello
Cerritos	Norwalk
Commerce	Paramount
Compton	Pico Rivera
Cudahy	Santa Fe Springs
Downey	Signal Hill
Hawaiian Gardens	South Gate
Huntington Park	Vernon
La Habra Heights	Whittier
La Mirada	County of Los Angeles

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**Revisions**

- 1999 Section 11. Election of Chair and Vice-Chair
- 1999 Section 12. Creation of Executive Committee of the Board of Directors
- 2007 Section 5A. Designation of Board of Directors Representatives
- 2007 Section 5B. Designation of Alternate Board Representative
- 2007 Section 11. Election of President and Vice-President
- 2007 Section 12. Creation of Executive Committee of the Board of Directors
- 2007 Section 24A. Withdrawal
- 2007 Section 24B. Non-Payment of Dues
- 2007 Section 24C. Admitting Eligible Members

# State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

**DEC 28 1998**



Secretary of State



State of California  
Bill Jones  
Secretary of State

FILE NO. 1548

FILED  
In the office of the Secretary of State  
of the State of California

DEC 02 1996

Bill Jones  
BILL JONES, Secretary of State

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT  
(Government Code Section 6503.8 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 853-3984
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: GATEWAY CITIES COUNCIL OF GOVERNMENTS

Mailing Address: 11111 Brookshire Avenue, P.O. Box 7016, Downey, CA 90241

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (A Joint Powers Authority)

The public agencies party to the agreement are:  
PLEASE SEE EXHIBIT "A" ATTACHED HERETO

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: October 31, 1996

Provide a condensed statement of the agreement's purpose or the powers to be exercised: The purpose of the agreement is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities.

Date: November 25, 1996

Robert F. Messinger  
Signature  
**ROBERT F. MESSINGER, Asst. General Counsel**  
Typed Name and Title

**EXHIBIT "A"**

The public agencies to the Agreement are:

1. City of Artesia
2. City of Bellflower
3. City of Bell Gardens
4. City of Cerritos
5. City of Commerce
6. City of Compton
7. City of Cudahy
8. City of Downey
9. City of Huntington Park
10. City of La Habra Heights
11. City of Lakewood
12. City of La Mirada
13. City of Long Beach
14. City of Maywood
15. City of Montebello
16. City of Norwalk
17. City of Paramount
18. City of Pico Rivera
19. City of Signal Hill
20. City of South Gate





## Gateway Cities COG Regional Fiber Network Project

The GCCOG recognizes that access to high-speed internet is a necessity for its residents, businesses, healthcare providers, schools, and non-profit sector. The GCCOG has been focused on making broadband more affordable, reliable, and available to all areas to enhance broadband access, economic development, quality of life, and government innovation. The GCCOG's broadband efforts have been ongoing for many years.

In November 2024, the GCCOG was awarded grant funding to construct a regional fiber network to connect unserved households and anchor institutions within South Los Angeles. This project will establish 885,440 feet of new fiber optic backbone cable across the region and interconnect with sections of the Statewide Middle Mile Backbone Network (MMBN) while simultaneously providing last-mile connection within the most critically unserved cities, communities, and unincorporated areas. The project will bring scalable broadband speeds to 4,254 unserved locations as determined by CPUC standards.

This project contains 489,046 feet of underground fiber, 184,402 feet of aerial fiber, and upsizing of existing fiber of 11,352 as well as utilizing 200,640 feet of existing partner fiber network. Underground routes will be laid within existing rights of way while all aerial routes will be attached to pre-existing poles. These routes will ensure redundancy and future capacity, and will include new and existing conduit within previously disturbed rights-of-way with a 288-strand fiber cable.

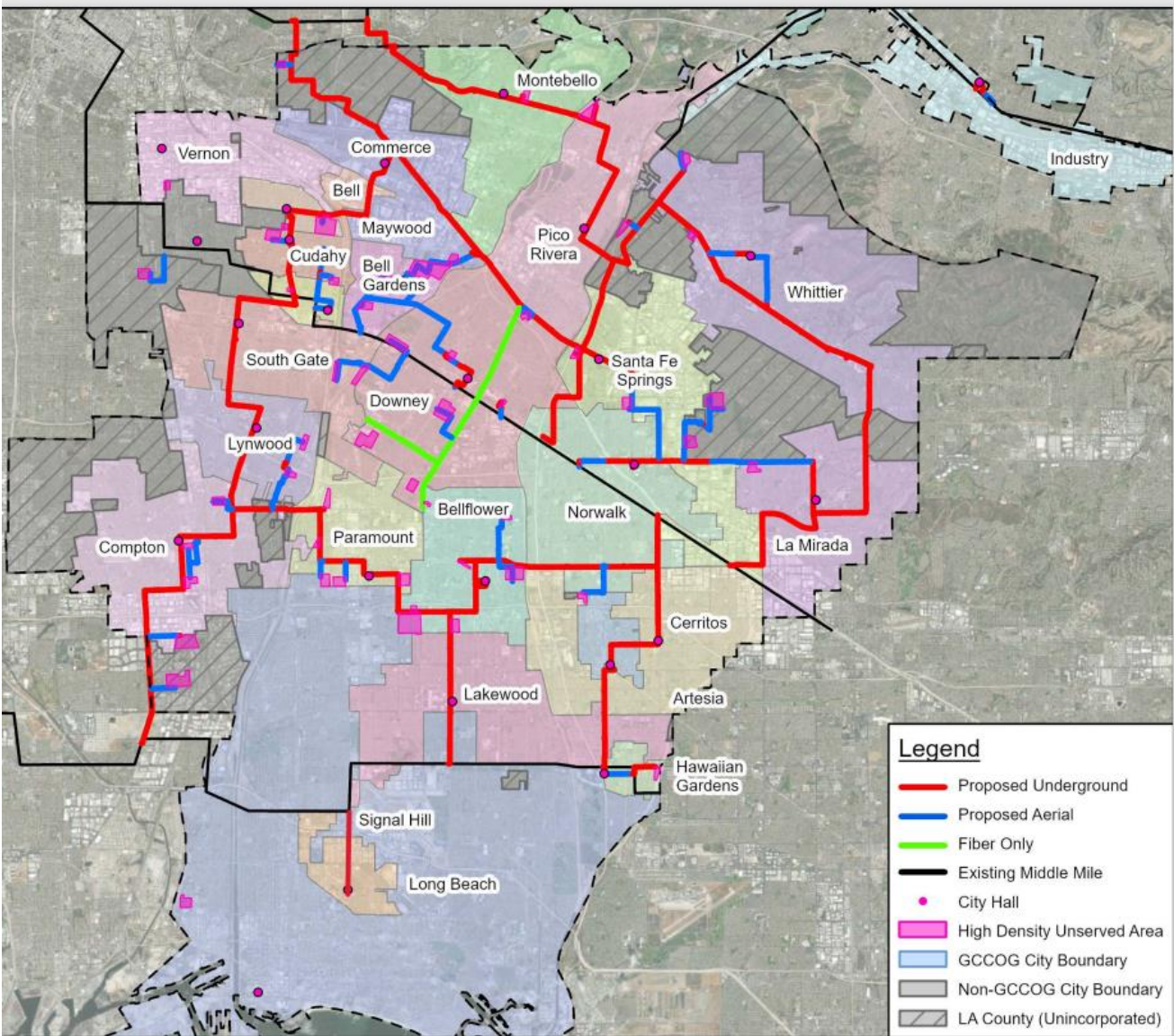
In addition to providing connectivity to unserved locations, this project will also provide redundant connectivity to 24 member city halls to facilitate and enhance their respective municipal operations. Efforts are underway to finalize the engineered designs with plans to begin construction in early summer. The project is funded by the California Public Utilities Commission (CPUC) and has a mandated completion date of November of 2026.

## Why Request Southern California Joint Pole Committee (SCJPC) Membership

The design of the GCCOG Regional Fiber Network consists of 184,402 feet of aerial fiber on approximately 1800 utility poles. In an effort to facilitate construction and ongoing management of these facilities, the GCCOG requests membership to the SCJPC.

Figure 1 below details the fiber route for the project and also includes the aerial route for your reference. Additionally, the pole analysis and make-ready engineering has been completed for the aerial construction.

Figure 1  
GCCOG Regional Fiber Network Route





## About the Gateway Cities Council of Government

The Gateway Cities Council of Governments (GCCOG) was formed in 1996 as a Joint Powers Authority. The GCCOG represents 27 member cities, along with unincorporated communities in three Supervisorial Districts within Southeast Los Angeles County. The Joint Powers Agreement creating the COG was signed by each of the member jurisdictions on September 23, 1996. According to the Agreement, “The goal and intent of the Council is one of voluntary cooperation among cities for the collective benefit of cities in Southeast Los Angeles County.” The region represents 21% of LA County, covers more than 200 square miles and is home to just over two million people.

The following cities are members of the Gateway Cities Council of Government:

<b>List of Member Cities</b>	
<a href="#">Artesia</a>	<a href="#">Lakewood</a>
<a href="#">Avalon</a>	<a href="#">Long Beach</a>
<a href="#">Bell</a>	<a href="#">Lynwood</a>
<a href="#">Bellflower</a>	<a href="#">Maywood</a>
<a href="#">Bell Gardens</a>	<a href="#">Montebello</a>
<a href="#">Cerritos</a>	<a href="#">Norwalk</a>
<a href="#">Commerce</a>	<a href="#">Paramount</a>
<a href="#">Compton</a>	<a href="#">Pico Rivera</a>
<a href="#">Cudahy</a>	<a href="#">Port of Long Beach</a>
<a href="#">Downey</a>	<a href="#">Santa Fe Springs</a>
<a href="#">Hawaiian Gardens</a>	<a href="#">Signal Hill</a>
<a href="#">Huntington Park</a>	<a href="#">South Gate</a>
<a href="#">Industry</a>	<a href="#">Vernon</a>
<a href="#">La Mirada</a>	<a href="#">Whittier</a>

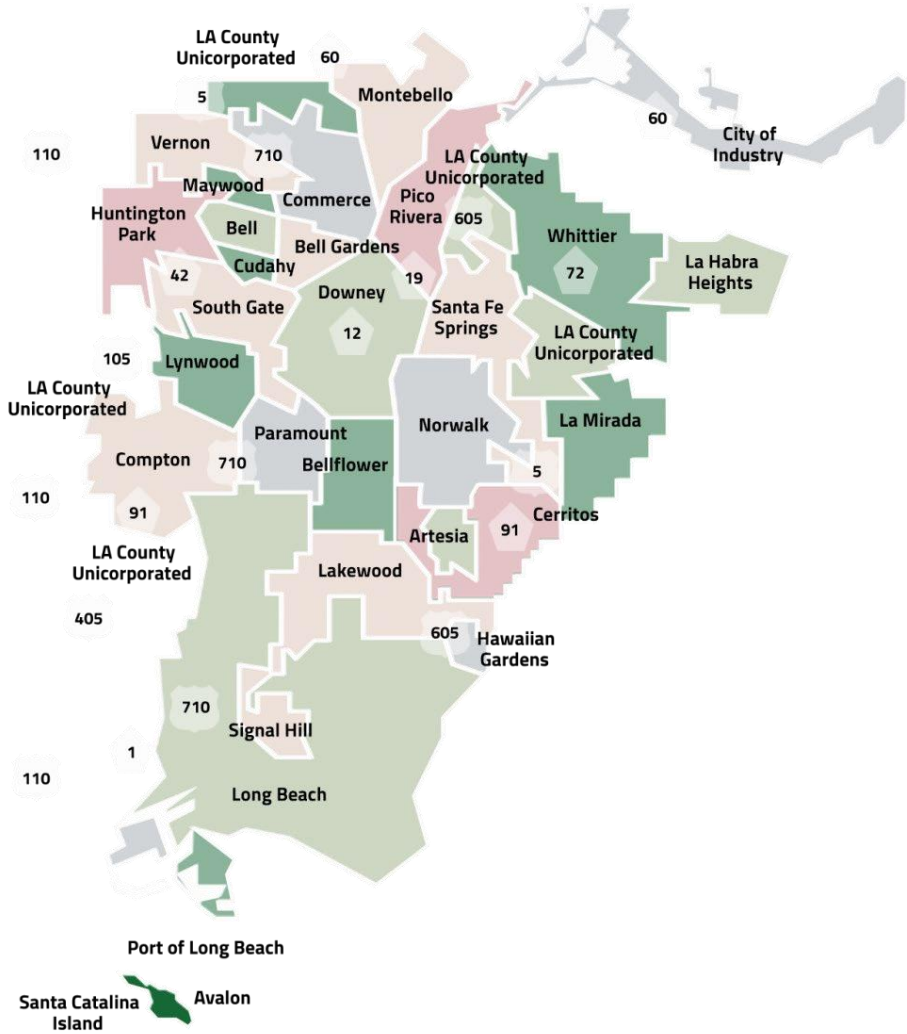


Figure 2  
Map of GCCOG Member Cities



GATEWAY CITIES

INCORPORATED 1978

Artesia

Avalon

Bell

Bellflower

Bell Gardens

Cerritos

Commerce

Compton

Cudahy

Downey

Hawaiian Gardens

Huntington Park

Industry

La Mirada

Lakewood

Long Beach

Lynwood

Maywood

Montebello

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

Signal Hill

South Gate

Vernon

Whittier

County of Los Angeles

Port of Long Beach

July 8, 2025



Southern California Joint Pole Committee  
 Attention: Ms. Angela Pranata  
 279 E. Arrow Hwy., Suite 104  
 San Dimas, CA 91773

Dear Ms. Pranata:

Gateway Cities Council of Governments (“GCCOG”) formally applies for membership in the Southern California Joint Pole Committee (“SCJPC”) as a full member. Included with this letter is GCCOG’s check number 20582 in the amount you specified, Two Thousand Two Hundred Dollars (\$2,200.00).

GCCOG has read and understands all elements of the Southern California Joint Pole Agreement (the “SCJPA”) which you provided to us, including without limitation to Section 3(a) of the SCJPA.

As I have shared before, Gateway Cities is a joint powers authority of 27 cities and 11 unincorporated areas in southeast Los Angeles County, with over two million residents. GCCOG therefore qualifies as a California-chartered government agency to join the SCJPC (per Section 6 of the SCJPA) and agrees without reservation to be bound by the SCJPA. Our unequivocal agreement is highlighted but not limited to what is discussed in more detail, below:

(a) GCCOG is a communication utility which conducts business within the Operating Boundaries, in this case, the cities and areas listed in Attachment A to this Application, and also satisfies the criteria set forth below:

- (1) GCCOG is a joint powers council of governments. The fiber optic network GCCOG intends to construct is therefore a publicly owned utility.
- (2) GCCOG agrees to meet all terms, conditions and obligations contained within the SCJPA Agreement.
- (3) GCCOG will demonstrate proof of sufficient insurance to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of GCCOG.

GCCOG understands that the effective date of membership shall commence when the GCCOG has executed and filed an application and has met the requirements to the satisfaction of three quarters (3/4) of the shares voted by the Administrative Board, and has paid membership fees as outlined in Section 8 of the SCJPA. GCCOG further understands that fees must be paid prior to the construction of facilities or the filing of Joint Pole Authorizations.

- (b) GCCOG understands and agrees that all of the following applies to all Members of the SCJPC, including GCCOG if elected to membership in the Committee:
- (1) GCCOG agrees to pay assessments for the operating expenses of the Office in accordance with Section 8 of the SCJPA.
  - (2) GCCOG shall either be self-insured or else procure and maintain such policy or policies of liability insurance in such an amount to demonstrate the financial ability to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of the GCCOG. GCCOG shall be insured against claims of Worker's Compensation as is required by state law. GCCOG shall furnish a copy of its State of California certificate of insurance or certificate of self-insurance when requested by the Operating Committee.
  - (3) GCCOG agrees to establish and furnish to the other Members and to the Joint Pole Office a 24-hour telephone number so that the GCCOG may be notified of the need for repairs or maintenance, whether of an emergency nature or non-emergency nature.
  - (4) GCCOG shall maintain a State of California Certificate of Convenience and Necessity, or a Proof of Public Service Agency Certificate as applicable, if required.
  - (5) GCCOG shall maintain the personnel, equipment, and resources necessary for the emergency and non-emergency repair, maintenance, or replacement of its facilities on Jointly Owned Poles or furnishes proof that it has contracted for such service by a qualified or certified entity or entities satisfactory to the Members involved.
  - (6) GCCOG agrees to meet all terms, conditions and obligations contained within this Agreement.

- (7) GCCOG agrees to meet all assigned obligations, which include active participation in the development and implementation of the Routine Handbook, and other policies, rules, procedures, and participation in meetings.
- (c) The rights and obligations of GCCOG as a Member under the SCJPA shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of the Committee, which consent shall not be unreasonably withheld. GCCOG understands that an assignment, transfer or sub-license of this Agreement by GCCOG shall not relieve GCCOG of its obligations under the SCJPA. Any assignment attempted without the prior written consent of the Committee shall be void.


GCCOG understands that it shall have the right, either in whole or in part, to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement to any entity that is, or that was immediately preceding such assignment, a current or former subsidiary, business unit, division or other affiliate of the GCCOG. The GCCOG agrees to provide notice to the Committee of any assignment and shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GCCOG understands that it shall be released and discharged from all obligation and liabilities under this Agreement. Such assignment, release and discharge shall be complete and shall not be altered by the termination of the affiliation between GCCOG and the entity assigned rights or delegated obligations and liabilities under this Agreement.

GCCOG agrees that neither SCJPA nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory to the SCJPA.

GCCOG agrees that the SCJPA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

On behalf of the GCCOG, I thank you for your assistance and guidance getting us to this point. All of us at the GCCOG look forward to continuing our excellent working relationship with you and the SCJCP, feel free to reach out to me with any questions at [hdelatorre@gatewaycog.org](mailto:hdelatorre@gatewaycog.org).

Sincerely,



Hector De La Torre, Executive Director  
Gateway Cities Council of Governments



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**RE: Gateway Cities COG Membership Application**


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**From** Jonathan Kramer <jkramer@gatewaycog.org>

**Date** Wed 9/3/2025 3:33 PM

**To** Angela Pranata <angela@scjpc.net>

**Cc** Hector De La Torre <hdelatorre@gatewaycog.org>; Ivy M. Tsai <imt@jones-mayer.com>; Lex Treepaisan <lex.treepaisan@ftr.com>; Alex Cherin (alex@ekapr.com) <alex@ekapr.com>; Pat West <pat@patwestllc.com>

 1 attachment (356 KB)  
SKM\_C550i24121812210.pdf;

Hi Angela:

Thanks for your email. I have responded within the body of your email below.

Best regards,

Jonathan



---

**Dr. Jonathan L. Kramer, Esq.**

Special Advisor/Counsel

**Gateway Cities Council of Governments**

16401 Paramount Blvd. Paramount CA, 90723

Dir: 310-405-7333 | [www.gatewaycog.org](http://www.gatewaycog.org) | [Meet our Board Members](#)

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**From:** Angela Pranata <angela@scjpc.net>

**Sent:** Wednesday, September 3, 2025 1:17 PM

**To:** Jonathan Kramer <jkramer@gatewaycog.org>

**Cc:** Hector De La Torre <hdelatorre@gatewaycog.org>; Ivy M. Tsai <imt@jones-mayer.com>; Lex Treepaisan <lex.treepaisan@ftr.com>

**Subject:** Re: Gateway Cities COG Membership Application

Hi Jonathan,

Thank you for submitting your membership application letter. Before we can move forward, we require the following documentation:

1. Proof of status as a publicly owned utility, government utility or privately owned utility.  
***The JPC bylaws recognize local governments as being qualified to join without being specifically designated as a utility.***

2. Proof of sufficient insurance, self-insurance, or financial capability.

**Please indicate what “sufficient insurance” means under the Bylaws. Is there a specific number that satisfies this request?**

3. Proof of legal entity and clarification of liability. Please identify who bears legal responsibility in the event of litigation. Since COG is a joint powers authority representing 27 cities and 11 unincorporated areas within Los Angeles County, please clarify whether liability is shared equally among members or otherwise apportioned. Provide documentation confirming COG’s status as a legal entity, along with details on how legal and financial responsibilities are assigned.

**Attached are our Articles of Incorporation for the COG. All COG members are coequal in the legal entity.**

4. Proof of a designated 24/7 emergency contact for fire or other emergencies involving COG’s attachments.

**Immediately prior to our approval to join, the COG will provide the 24/7 emergency contact information.**

Thank you,  
Angela Pranata  
Manager of Operations  
So. Ca. Joint Pole Committee  
909-599-3801 x8  
Cell: 909-451-3024  
[angela@scjpc.net](mailto:angela@scjpc.net)

---

**From:** Jonathan Kramer <[jkramer@gatewaycog.org](mailto:jkramer@gatewaycog.org)>  
**Sent:** Friday, August 8, 2025 1:01 PM  
**To:** Angela Pranata <[angela@scjpc.net](mailto:angela@scjpc.net)>  
**Cc:** Hector De La Torre <[hdelatorre@gatewaycog.org](mailto:hdelatorre@gatewaycog.org)>; Ivy M. Tsai <[imt@jones-mayer.com](mailto:imt@jones-mayer.com)>  
**Subject:** RE: Gateway Cities COG Membership Application

Thanks!

We’re keeping our finger crossed, our three-bolt clamps tight, and our snow shoes tightly bound with extra fiber. Ahem.

Happy weekend.

Jonathan



**Dr. Jonathan L. Kramer, Esq.**

Special Advisor/Counsel

**Gateway Cities Council of Governments**

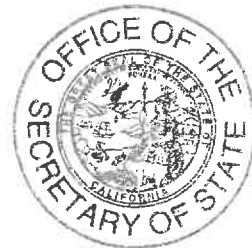
16401 Paramount Blvd. Paramount CA, 90723

Dir: 310-405-7333 | [www.gatewaycog.org](http://www.gatewaycog.org) | [Meet our Board Members](#)

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**From:** Angela Pranata <[angela@scjpc.net](mailto:angela@scjpc.net)>  
**Sent:** Wednesday, August 6, 2025 1:37 PM  
**To:** Jonathan Kramer <[jkramer@gatewaycog.org](mailto:jkramer@gatewaycog.org)>  
**Cc:** Hector De La Torre <[hdelatorre@gatewaycog.org](mailto:hdelatorre@gatewaycog.org)>; Ivy M. Tsai <[imt@jones-mayer.com](mailto:imt@jones-mayer.com)>  
**Subject:** Re: Gateway Cities COG Membership Application

# State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

**DEC 28 1998**



*Bill Jones*

Secretary of State



# State of California

**Bill Jones**  
Secretary of State

FILE NO. 1548

**FILED**  
In the office of the Secretary of State  
of the State of California

**DEC 02 1996**

*Bill Jones*  
BILL JONES, Secretary of State

(Office Use Only)

## NOTICE OF A JOINT POWERS AGREEMENT

(Government Code Section 6503.8 or 6503.7)

### Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 853-3984
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: GATEWAY CITIES COUNCIL OF GOVERNMENTS

Mailing Address: 11111 Brookshire Avenue, P.O. Box 7016, Downey, CA 90241

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (A Joint Powers Authority)

The public agencies party to the agreement are:

**PLEASE SEE EXHIBIT "A" ATTACHED HERETO**

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: October 31, 1996

Provide a condensed statement of the agreement's purpose or the powers to be exercised: The purpose of the agreement is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities.

Date: November 25, 1996

*Robert F. Messinger*

Signature

**ROBERT F. MESSINGER, Asst. General Counsel**

Typed Name and Title

Counsel

EXHIBIT "A"

The public agencies to the Agreement are:

1. City of Artesia
2. City of Bellflower
3. City of Bell Gardens
4. City of Cerritos
5. City of Commerce
6. City of Compton
7. City of Cudahy
8. City of Downey
9. City of Huntington Park
10. City of La Habra Heights
11. City of Lakewood
12. City of La Mirada
13. City of Long Beach
14. City of Maywood
15. City of Montebello
16. City of Norwalk
17. City of Paramount
18. City of Pico Rivera
19. City of Signal Hill
20. City of South Gate



## Item 1799 - Maintenance Program – edits in red

(Please also review the related edits for Item 1800 for Authorized Cost Review.)

### Glossary

#### F. Approved Maintenance Program

An Approved Maintenance Program will be one that was presented to the Administrative Board, and approved through the normal voting process, as outlined in the current Agreement.

Membership “approval” is needed to bill shared costs through the Form 44 process.

Membership “approval” does not mean the Membership is “approving” a Utility’s actual Maintenance Programs specific details. The criteria used to define “mutual benefit, “to share costs in intrusive testing, is outlined in section 19.5. Before January 1 each year, the owner implementing the pole intrusive inspection and treatment program will identify the expected number of poles to be tested that year, with their approximate locations and submit the data to each pole owner, prior to starting the work.

### Section 2.7 – Other Billing Directives

#### H. Approved Maintenance Program

Per Section 19.5, those utilities currently involved in an approved intrusive inspection/~~inspection & treatment~~ maintenance program are shown below:

##### Member Date of Board Approval

SCE (Edison) October 1993

~~\*steel stub/fiberglass April 2007~~

~~wrap added~~

M (DWP) July 2000

MP (Pasadena) July 2000

J (Riverside) June 2001

MA (Azusa) August 2001

D (City of Anaheim) January 2006

BVE (Bear Valley Electric) January 2006

LLW (City of Lompoc) March 2009

B (City of Burbank) April 2016

All intrusive inspection/inspection and treatment joint pole authorizations will be final billed within three years of inspection date. ~~May only be billed once every 5~~

## Item 1799: Approved Maintenance Program Handbook Review

~~years.~~ Inspections completed prior to the members Board approval date, cannot be billed to other members. (Revised April 2016).

~~Billing Members shall send the list of poles from intrusive inspection (and item 15a re-tagging if any) to the other owners by the 5<sup>th</sup> of each month.~~

~~The receiving member should respond within 15 days to advise if there are any discrepancies. After 15 days, the list can be submitted to the SCJPC office to be added onto the F44.~~

## Section 19

### **19.5 Intrusive Inspection, ~~or Inspection~~ and if needed Treatment of Poles**

~~Inspection, or inspection and treatment of joint poles subject to GO 165 or GO 95 may be made by any joint owner without expense to the other owner(s).~~

~~When an approved maintenance program exists (see Glossary), the expense will be shared equally by each owner of the pole (See Item 12, may include item 6, and 15. See Section 2.7H for members with approved maintenance program). ~~May only be billed once every 5 years. (January 2012).~~~~

~~Criteria for pole intrusive test shared billing will be to adhere to requirements outlined in GO 165, Table 1, and to provide required test data at the time of invoicing.~~

~~The required data must include at a minimum, the Pole Tag, Year Set, Height, Class, Lat/Long, Address, Inspection Vendor Name, Current Inspection date, Past Inspection Date (if any), Pass/Fail Results, Original Circ, Effective Circ, Intrusive Inspection Type, Reject Status, Remaining Strength, Treatment Performed, Intrusive Test Recommended Corrective Action.~~

~~The required data shall be in excel format and shall have all fields answered.~~

~~Additional intrusive testing may be conducted at the discretion of the base owner or upon request from another member to ensure compliance with General Order 95 Rule 44.2; however, such additional testing shall be performed at the expense of the requesting party, with no cost-sharing among members.~~

Item 1800: Approved Maintenance Program Review

## Item 1800 - Maintenance Authorized Cost Items

Edits are red –

### 12. Pole **Intrusive** Inspections and Treatment (Only one item number per test.)

(a) Reserved for future use	
(b) Partial Dig	261
(c) Sound and Bore	261
(d) Full Treatment	261
(e) Reject	261

Note: May only be billed once every 5 years (Effective May 2014).

- a. Poles Excavated – Treated Reject, Full Excavation or Dug Reject – poles over 15 yrs
- b. Poles Not Excavated – Sound & Bore, Visual – poles over 15 yrs
- c. Poles Partially Excavated – Partial Excavate – poles over 15 yrs
- d. Poles Excavated – Treated Reject, Full Excavation or Dug Reject – poles w/pass 20 yrs ago
- e. Poles Not Excavated – Sound & Bore, Visual– poles w/pass 20 yrs ago
- f. Poles Partially Excavated – Partial Excavate– poles w/pass 20 yrs ago

(f,g) Re-inspection of reinforced poles (may only be billed once every 10 years, effective 06/01/2011) .....417

### 15. Pole Marking – Maintenance items only (Revised 11/17/2021)

(a) Re-Tagging....only once per pole per 12 mos, unless special agreement.....	161
(b) Replacing Visibility Strips ..... only once per year, unless special agreement.....	163